

AGREEMENT

Seven Hills Rhode Island

- and -

**United Nurses & Allied Professionals
Local 5068**

June 24, 2024

to

July 1, 2025

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THIS AGREEMENT made and effective this 24th day of June, 2024 by and between Seven Hills Rhode Island, an Affiliate of the Seven Hills Foundation (hereinafter also referred to as ‘Employer’), a not-for-profit Rhode Island corporation with its principal place of business in the City of Woonsocket, State of Rhode Island, and United Nurses & Allied Professionals, Local 5068 (hereinafter also referred to as ‘Union’ or ‘UNAP’), a voluntary association with its principal place of business in the City of Providence, State of Rhode Island.

PREAMBLE

The Employer, the Union, and the employees of Seven Hills Rhode Island, an Affiliate of the Seven Hills Foundation declare their agreement to the below-prescribed shared values:

- (1) Staff have the right to Union representation;
- (2) The staff have opted to be represented by United Nurses & Allied Professionals;
- (3) This organization needs a highly motivated, educated, capable and flexible workforce;
- (4) Staff should work out workplace problems as close as possible to the time they occur;
- (5) Program participants and families shall have a choice in how and where their services are delivered;
- (6) We must build further trust and communication between and among each other;
- (7) Protection of the rights and dignities of the people we serve is essential to the services we provide;
- (8) Protection of the rights and dignities of all ‘community members’ is essential to our mission;
- (9) The Employer, Union, and all employees shall treat each other with dignity and respect.

WITNESSETH:

WHEREAS, the parties hereto desire to cooperate in maintaining proper and harmonious relations and clearly defined mutual obligations, the parties do stipulate and agree as follows:

Article 1 Recognition and Employee Classification

Section 1. The Employer recognizes the Union as the sole collective bargaining agent with respect to rates of pay, hours of work, and terms of conditions of employment for employees in the following bargaining unit:

All non-supervisory full-time, and regular part-time employees employed by the Employer in its Adult Services Day Programs and Adult Services Residential Program, including all adult services skill instructors, adult services van drivers, adult services community activities planners, Seven Hills Rhode Island industries truck drivers, Seven Hills Rhode Island industries skills instructors, Seven Hills Rhode Island industries skills instructors/job coaches, Quality of Service Coordinator and Volunteer/Work Development Coordinator, health services PT aides, health services OT aides, health services medical assistants, health services assistants, residential direct support professional, residential community support staff, adult facilities maintenance persons and adult facilities custodians, Peer Trainer DSP, and Nursing Administrative Assistant but excluding all other employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2. For purposes of this Agreement, regular full-time employees include those employees who, with respect to the applicable job classification, are scheduled to work a regularly-scheduled work week of 35 hours or more.

Section 3. For purposes of this Agreement, regular part-time employees include those employees who, with respect to the applicable job classification, work less than a regularly-scheduled work week as defined in Section 2 of this Agreement, but are regularly scheduled for work each week. Part-time employees scheduled to work a regularly scheduled workweek of less than 20 hours per week are not eligible for benefits.

Section 4. With the exception of those non-bargaining unit employees hired to fill in temporarily for union employees out on leave of absence, any individual employed on an 'on call' basis or individuals who have a day-to-day expectation of work and are obligated to report to work, shall, after thirty (30) days, become bargaining unit employees and be entitled to those wages and benefits prescribed in this agreement.

Section 5. On-call employee refers to an employee who is not regularly scheduled but who is available to work on an as needed as available basis.

Section 6. Per Diem employee refers to an employee who is not regularly scheduled but who is available to work on an as needed basis. Per diem employees are not eligible for employee benefits, including but not limited to insurances, paid time off (holiday, personal, vacation).

Section 7. Float employees are regular full-time or part-time employees and are included in the bargaining unit. A float is an employee hired for an established number of hours per week in a particular job classification and who may be assigned different job locations.

Section 8. Casuals/substitutes and/or seasonal employees are not included in the bargaining unit.

Section 9. A bargaining unit member working in a non-bargaining unit position shall remain a member of the bargaining unit while working in a non-bargaining unit position and continue to be covered by the provisions of the Collective Bargaining Agreement.

A non-bargaining unit member working in a bargaining unit position shall not be a member of the bargaining unit at any time and shall not be covered by the collective bargaining agreement.

Section 10. The Employer agrees that non-bargaining unit employees will not be offered bargaining unit work unless bargaining unit employees have been offered and declined the available work.

Article 2
Union Security
Checkoff Authorization & Maintenance

Section 1. Employees are free to join or not to join the Union. All present employees who are not Union members, and who do not in the future become and remain members, shall immediately following a thirty (30) day period from the date hereof, as a condition of employment, pay to the Union each month, pursuant to authorization for payroll reduction thereof as hereinafter referred to, a service charge as a contribution toward the administration of this Agreement, up to an amount equal to but not greater than the regular monthly dues (not including initiation fees, fines, assessments or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union.

Section 2. All new employees who do not become Union members after thirty (30) calendar days of employment shall, as a condition of employment, pay to the Union each month commencing after said date, pursuant to authorization for payroll deduction therefore as hereinafter referred to, a service charge as a contribution toward the administration of this Agreement up to an amount equal to, but not greater than, the regular monthly dues (not including initiation fees, fines, assessments or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union. Upon failure of any non-member employee to pay or tender the above-mentioned service charge, the Employer will discharge such employee when so informed by the Union.

Section 3. All employees covered by this Agreement who are members of the Union as of the effective date of this Agreement, or who voluntarily become members thereafter, will be required, as a condition of employment, to maintain membership in the Union throughout the term of this Agreement. It is understood that this requirement of maintenance of Union

membership shall be met upon the payment or tender by the employee to the Union of the amount of dues uniformly required for maintaining membership therein.

Section 4. The Section 3 requirement of maintenance of Union membership shall not apply to any employee who gives written notice to the Employer, during the 15 days immediately preceding any anniversary date of this Agreement, of his desire to withdraw from membership in the Union. Such a notice so given by an employee shall also cancel any checkoff authorization in effect at any time. However, nothing herein shall negate the agency fee requirements of Section 1.

Section 5. The foregoing provisions shall only be effective in accordance with applicable provisions of Federal and State law.

Section 6. Upon written authorization from an employee in the bargaining unit, the Employer will deduct biweekly from the earning of such employee his Union dues as set by the applicable authorization form, which form shall be fully filled out and properly executed by the employee prior to delivery to the Employer, and shall be on either of the check-off authorization forms, as the case may be, which are found in Appendix A of this Agreement. The Employer agrees that dues money shall be forwarded to the Union by direct deposit.

Section 7. The Union agrees to indemnify and save harmless the Employer against all loss, cost and expense, including court costs and reasonable attorneys' fees and other legal expenses, arising out of claims resulting from action taken or not taken by the Employer in attempting to comply with its obligations set forth in this Article, or arising out of any action taken or not taken by the Employer which the Union alleges to be its obligation under this Article. Where the Union can show that the Employer's losses, costs expenses, including court costs and reasonable attorneys' fees and other legal expenses, were not incurred by the Employer as a result of any unlawful conduct by the Union, or as the result of any conduct or activity by the Union in contravention of, or outside the terms of, this Article, the indemnification provisions shall not apply. The parties agree that this determination of applicability, and the amount of damages, as appropriate, shall be made through, and in accordance with, the applicable arbitration provisions contained in Article 32.

Section 8. During the term of this Agreement, the Employer shall make bi-weekly deductions of dues or agency fee from the pay of those employees in the bargaining unit who have submitted proper checkoff authorization forms as prescribed by this Article. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union. The aggregate deductions of all employees shall be remitted, together with appropriate detail, to the Treasurer within ten (10) days after the preceding month for which deductions were made.

Section 9. The Employer shall furnish to the Union, upon execution of this Agreement, a list of all employees in the bargaining unit including the name, address, date of hire, date of entry into present classification, rate of pay, job title and telephone number. Thereafter, the Employer shall advise the Union on a quarterly basis of any changes within the bargaining unit, including, but not limited to, new hires, terminations, address changes, and job status changes.

Section 10. On a monthly basis, the UNAP representative will be provided with the individual's name, category classification, salary, and date of hire of all new employees and the Employer will provide the Union with a list of terminations, and changes in job classification

and/or job status. The union shall be notified as soon as employees are hired and the notification shall include their contact information.

Article 3 Nondiscrimination

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to disability, age, gender, marital status, race, color, religion, creed, national origin, sexual orientation, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement, but shall not incur any financial liability as to Employer compliance or noncompliance with this section.

Section 2. All references to employees in this Agreement shall be gender neutral language “they/them.”

Section 3. The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or its representatives against any employee because of Union membership or because of any employee activity in any official capacity in behalf of the Union.

Section 4. The Union agrees not to interfere with the rights of the employees not to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee because of lack of membership in the Union or because of any employee’s refraining from any activity in behalf of the Union.

Section 5. The Employer agrees that no employee shall be subject to sexual harassment in the workplace.

Section 6. The parties to this Agreement recognize their mutual obligations under the Americans With Disabilities Act (ADA) and that such obligations are not restricted by any provision of this Agreement.

Article 4 Hiring and Probation

Section 1. The first one hundred twenty (120) calendar days of employment shall be considered the introductory period for all job classifications. Employees are not eligible for transfer until completion of their introductory period, unless mutually agreeable by the Union and the Employer.

Section 2. The parties agree that during the above-referenced introductory periods, employees may be terminated from employment by the Employer for any reason, and neither the employee nor the Union shall have recourse to the grievance procedure set forth in this Agreement. The parties may mutually extend any introductory period by agreement in writing.

Section 3. The Employer and the Union acknowledge and recognize that in accordance with the requirements, conditions and principles of certain programs, including but not limited to the

Community Support program and other similarly constructed/funded programs, families and/or program participants may have input in the selection of employees, determination of employee work schedules and termination of employees.

Article 5 Vacancies and Job Bidding

Section 1. In the event there is any vacancy to be filled in any existing job classification or any newly created job classification, the Employer shall post the job on the employer website for a period of seven (7) regular work days and will indicate classification and/or job title and rate of pay. The Employer shall post the minimum job qualifications and experience necessary for the job. Employees interested in applying for such posted job shall apply, within the posting period, to the Human Resources Department, on forms supplied by the Employer. During all posting periods, but nevertheless still subject to the other provisions contained in the Article, the Employer shall be permitted to advertise for any vacancies/openings with the organization.

Permanent Assignments – In addition to the above, where a permanent assignment becomes vacant the parties agree that a closed posting process will be used to fill the assignment. If there are no qualified applicants that bid and receive the position, the Employer will ask for volunteers, by seniority, unless the Employer recognizes a clear problem with placing the most senior, qualified volunteer in the assignment. If there are no volunteers for the assignment the Employer will select the least senior qualified employee to perform the assignment.

There shall be an internal posting to all day program (Fabian Street) employees to solicit interest in applying for the assignment (training clerical duties). Those who are interested shall indicate on the employer form, which shall circulate for 5 working days.

Copies of postings shall be emailed to the President of the Union.

Applicants outside of the bargaining unit will not be offered employment in a bargaining unit position if any qualified bargaining unit employee applies for and accepts a position.

An employee not selected to fill a vacancy for which he/she has applied for shall, upon request, be given the reason(s) for same.

A transfer under this Article shall be filled within fourteen (14) calendar days, except under extenuating circumstances which shall be explained to the Union prior to the expiration of the fourteen (14) day period.

Following the close of the posting period, bargaining unit positions shall be filled by the most qualified applicant. The criteria for determining most qualified applicant shall include overall performance, most recent yearly performance evaluation, experience, training, relevant education, attendance and on time record, ability to interact with program participants, staff and supervisors and overall work attitude. The Employer agrees that as between two or more employees whose qualifications are deemed to be substantially equal when determining most qualified applicant, seniority shall be the governing factor. The decision of the Employer shall be subject to the grievance and arbitration procedure.

The vacancies process shall not be available to new hire/probationary employees except as otherwise prescribed by Article 3 Section 1.

If no qualified employee from within the bargaining unit applies for the posted job within the seven (7) days, the Employer may fill the job in any manner and from any source it desires. Any employee who applies for, and is awarded, a vacancy pursuant to this Article, shall not be permitted to apply for any other vacancy for six (6) months, unless otherwise mutually agreed to by the parties.

Bargaining unit work can be performed by temporary employees and/or non-bargaining unit employees, including management employees, provided that the Employer can demonstrate an ongoing good faith effort to have bargaining unit employees performing bargaining unit work.

Section 2. Residential Program: When a vacancy occurs within a group home/apartment, the employer may reorganize the vacant hours without posting (e.g. vacant hours may be reapportioned among one or more employees within the group home/apartment). Resulting vacancies, if any, shall be posted. In the event that there are vacant hours not earlier absorbed as described in this section, they shall be posted.

Section 3. For all positions in the Community Support program, the families and/or program participants may have input in decisions regarding which employees will work with the affected program participants. This shall include decisions from the ‘hire’ phase through to the ‘termination’ phase of the process. This section in no way is intended to be singularly dispositive of an employee’s overall employment with Seven Hills Rhode Island.

Section 4. Employees assigned to the Community Support program are free to bid out of that assignment into any other positions available through the job bidding process.

Section 5. The Employer recognizes that under certain circumstances, the concept of voluntary ‘job sharing’ may be mutually beneficial to both the Employer and affected employees. However, agreement regarding same rests within the exclusive discretion of the Employer, and the Employer’s agreement regarding a ‘job sharing’ proposal shall in no way act as a precedent in any other proposal to job share, nor shall prior agreement regarding the same or similar job share arrangement act as a precedent in any way whatsoever. Final decision regarding ‘job sharing’ proposals shall rest with the CEO or his/her designee.

Article 6 Hours of Work Residential Program

Section 1. Existing staffing needs and operational demands may require variation in shift starting and ending times, as well as variations in the total hours that may be scheduled each day, in a week, and the location(s) of the work assignments. The employer shall not unreasonably exercise its rights pursuant to this section and any such decision is subject to the grievance procedure.

Section 2. The Employer agrees that during the life of this Agreement it shall maintain the current practice of posting work schedules in the residential program and on **Shiftboard**.

Section 3. The regular workweek for full-time employees consists of a workweek between 35 to 40 hours per week. The regular workweek for part-time employees consists of a workweek of less than 35 hours per week.

Section 4. Hours and schedules vary amongst different houses/programs/locations based upon programmatic needs. However, changes in regular schedules are to be accomplished whenever possible in accordance with seniority. The employer shall exercise its best efforts to accomplish this.

Section 5. All changes in regularly scheduled hours will require a direct conversation between the manager and staff person.

Section 6. When emergency situations occur, employees may be required to work additional overtime hours. However, the Employer agrees not to apply this emergency situations language in an arbitrary and capricious manner. Additional and overtime work must receive the supervisor's prior authorization. Whenever possible, overtime assignments will be distributed in accordance with the procedure for filling open shifts.

Section 7. In the best interest of staffing, safety and sound financial management of the organization's overtime budget, no staff may work more than two consecutive shifts.

Section 8. When filling shifts in advance, the employer will give 24 hours for employees to respond about coverage. Employees may opt out of procedures for filling open shifts after a written request is provided to the program supervisor. Employees may opt back in after providing written notification to the program supervisor.

Procedure For Filling Open Shifts: The Employer will contact the following individuals in this specified order:

1. Per Diem (not incurring overtime)
2. Part-time (not incurring overtime) by house/site - seniority rules
3. Part-time (not incurring overtime) outside house/site - seniority rules
4. Full-time - least amount of overtime - seniority rules
5. Bargaining unit work can be performed by temporary employees and/or non-bargaining unit employees, including management employees and Assistant Residential Director provided that the Employer can demonstrate a good faith effort to have bargaining unit employees performing bargaining unit work.

Section 9. The parties agree that residential employees will attend staff meetings/trainings scheduled at least two (2) weeks in advance. Nothing herein shall affect scheduling of emergency staff meetings.

Day Program

Section 1. Existing staffing needs and operational demands may require variation in shift starting and ending times, as well as variations in the total hours that may be scheduled each day, in a week, and the location(s) of the work assignments. The employer shall not unreasonably exercise its rights pursuant to this section and any such decision is subject to the grievance procedure. Whenever there is a need to flex due to the special circumstances of an irregular nature, flex assignment shall be done by equitable distribution on the basis of seniority.

Section 2. Bargaining unit work can be performed by temporary employees and/or non-bargaining unit employees, including management employees, provided that the Employer can demonstrate a good faith effort to have bargaining unit employees performing bargaining unit work.

Article 7
Meals and Rest Periods

Section 1. The parties recognize a goal of Seven Hills Rhode Island is to provide a normative living and working environment for its program participants and that the social and physical integration of program participants and employees in these settings is essential. Therefore, it is expected that employees shall have meal and rest periods in the same settings and at the same time with program participants. One fifteen (15) minute work break away from the immediate work area shall be allowed for center based day program some time during the work day with the 'ok' of the supervisor; such 'ok' will not be unreasonably withheld.

Section 2. The meal and rest periods shall be paid time.

Article 8
Seniority and Layoffs

Section 1. Seniority shall be defined as the length of time an employee has worked continuously for the Employer in any capacity since his/her most recent date of hire. An employee who leaves employment but returns within one year shall not be considered to have broken service.

An employee's seniority shall date from his/her most recent date of hire. A new employee's seniority for all purposes shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire.

Section 2. Seniority shall not accrue to the benefit of any newly-hired employee until the completion of the applicable introductory period. During this applicable introductory period, the Employer shall have the sole right to discharge or otherwise terminate the employment of any employee for any reason it may determine without the necessity of any explanation to the Union; and the Employee shall have no right of recourse against the Employer as a result thereof. Upon the completion of the applicable introductory period of employment and the continued employment of the employee by the Employer, his seniority shall become effective as of the date of hire.

Section 3. Seniority shall be terminated or broken for the following reasons:

- a. voluntary quit;
- b. discharge for just cause;
- c. layoff for more than two (2) years (employees with two or more years service shall have a two year recall; employees with less than two years service shall have one year recall); or
- d. failure to return to work in accordance with the terms of an approved leave of absence or in accordance with a recall after layoff as provided herein.

Section 4. Seniority shall govern with respect to any layoff and/or recall issues.

Section 5. The Union shall be notified in writing of all layoffs at least one (1) week prior to implementation. If a reduction in force requiring a layoff of bargaining unit members becomes necessary, the parties shall meet to confer about alternative possibilities to layoff or alternative plans. If no alternatives are adopted by mutual agreement, bargaining unit employees in the affected program and shift will be laid off after temporary employees have been terminated.

Residential Program Layoffs: In the event of layoffs, the Employer shall retain the discretion to determine the number of full-time employees and the number of part-time employees to be selected for layoff.

Day Program Layoffs: Layoff for lack of work in a particular classification shall be in the order of seniority, the junior employee to be laid off first.

In the event of any layoff in any program covered by this Agreement, affected employees shall, by order of seniority, (a) choose among any/all vacancies within the bargaining unit for which they are otherwise qualified, or (b) Bumping: must bump the most junior employee on his/her shift who has the same number of regularly scheduled hours (defined as FT and PT) as the laid off employee, provided he/she is senior to the employee bumped and qualified. If there is no such junior employee, the laid off employee may bump the most junior employee in the classification who has the same number of scheduled hours as the laid off employee, provided he/she is senior to the employee bumped and qualified or (c) bid on any jobs currently posted for which they are qualified.

Within the above described layoff procedure, the parties further agree that employees to be laid off must first select by seniority the particular place or bid from (a), (b) or (c) above (i.e. list of vacancies within the bargaining unit for which they are qualified, positions of junior employees who comprise 'FTE equivalency' to employees subject to layoff or list of posted jobs for which they are qualified) in which they want to make their choice or bump. Once each employee makes this selection of category in which to bump or move, the employee to be laid off will then select, again by seniority, from their chosen category. The parties agree that the above layoff procedure will not result in or create any right to any form of chain bumping within the bargaining unit.

Junior employees 'bumped' from their position(s) shall, by order of seniority, pick positions from any/all vacancies that exist in the bargaining unit and for which they otherwise are qualified.

Because the parties to this agreement recognize that changes in program participants preference may in no way be the result of 'fault' or 'poor performance' issues involving the adversely affected employee, in those situations in which there is no 'fault' or 'poor performance' issue involved in the program participants decision and in order to ensure that the employee is 'made whole' in terms of continued employment with the Employer, the adversely affected employee shall be entitled to bid and/or choose, as the case may be, between/among all available vacant positions for which the employee is otherwise qualified. Should no such vacant positions exist, in order to ensure that the adversely affected employee is nevertheless still 'made whole' in terms of continued employment with the Employer, the employee shall be entitled to use his/her bargaining unit seniority, to displace the most junior Community Support employee(s) in a position for which the affected employee is otherwise eligible/qualified. Employer decisions

regarding 'fault' or 'poor performance' under this section are recognized by the parties as grievable matters.

At the time a laid off employee is otherwise eligible to exercise bumping rights, the employee may elect to fill an unfilled vacancy in accordance with seniority and in a position for which he/she is otherwise eligible/qualified.

Section 6. Laid off employees eligible for recall shall have the right to bid on any vacancies for which they are otherwise eligible/qualified while they remain on 'eligible for recall' status. Therefore, the laid off employee(s) shall receive the same consideration as any other employee.

Section 7. Employees on layoff shall not be denied further consideration for recall, that is, re-employment with the Employer, by having declined to accept re-employment to a position on a different shift or position with different weekly hours from which they were laid off.

Section 8. All recall rights shall extinguish as follows: employees with two or more years service shall have a two year recall after layoff; employees with less than two years service shall have one year recall after layoff.

Article 9 Wages

Article 9 – Wages

The employer agrees to pay a one-time bonus to active employees based on their regular schedule/package within 30 days of union ratification.

\$150 - Employee who works 35-40 hours per week.

\$100 - Employee works 20 - less than 35 hours per week.

\$50 - Employee works 1 - less than 20 hours per week.

The employer agrees to a one-time Holiday Gift Card:

\$50 for FT Employees (35-40)

\$25 for PT Employees (Less than 35 hours)

Effective July 1, 2023, Starting Rate:

Direct Support Professionals	\$21.00
Behavioral Specialist Assistant	\$24.00
Job Coach	\$22.64
DSP – Per Diem	\$20.00
Peer Trainer	\$22.34
Health Services Medical Assistant	\$25.44

No prospective employee will be placed above current employees with the same or similar experience (measured in years).

Per Diem staff are not eligible for employee benefits, including but not limited to insurances, paid time off (holiday, personal, vacation).

Article 10 Overtime and Shift Differentials

Section 1. With respect to all job classifications covered by this Agreement, employees' weekly working schedules shall conform to the requirements/needs of the program participants served by the Employer.

Section 2. Employees shall receive one and one-half (1½) times their regular straight time hourly rate, including differential, if any, for authorized time worked in excess of forty (40) hours in any one work week.

Section 3. All regularly scheduled hours worked on a weekend shall include an additional \$1.00 per hour differential.

Section 4. All regularly scheduled hours worked on the currently-defined third shift shall include an additional \$1.00 per hour differential.

Section 5. All hours worked on a currently-defined sleep shift shall be paid at seventy (70%) percent of their base hourly rate plus the third shift differential as described in Section 4.

Section 6. The Employer will not change the current payday and/or pay period in effect as of the effective date of this Agreement.

Section 7. In the event that an employee is asked to move from one group home to another without a minimum of three (3) hours prior notification, the employee will be paid an additional \$1.00 per hour. (See **Guideline for Staff Transfers** attachment.)

Article 11 Employee Discipline

Section 1. No employee shall be disciplined without just cause.

Section 2(a). Employees have the right to union representation at all meetings at which the Employer is conducting investigation(s). The Union's Field Representative shall have the right to view and receive copies of all documents related to the investigation, including but not limited to incident reports, witness statements, and supervisor statements. The Union's Field Representative shall be prohibited from giving / sharing copies of any/all Employer-provided information with bargaining unit employees or any other individuals, except that the Union's Field Representative shall be permitted to share any/all Employer-provided information with Union legal counsel, Union Grievance Chair and/or an appropriate hearing officer. Nothing herein, however, shall prohibit the Union's Field Representative from allowing affected bargaining unit employees and the President of the Union from viewing any/all of the Employer-provided information in the presence of the Union's Field Representative.

Section 2(b). An employee subject to any disciplinary investigations shall have the right to review his/her own written statement(s) at any time and shall also be provided with a copy of his/her own written statement(s) if he/she requests one. At the employee's direction, the Union Grievance Chair also shall be permitted to review said employee's own written statements.

Section 3.

Administrative Leave is paid leave.

Investigations: If an employee is subject to an investigation by the Employer or any outside agency and the Employer determines that the employee cannot work at his/her regular worksite pending the outcome of the investigation, the Employer will either:

1. Reassign the Employee or
2. Place the Employee on administrative leave pending the outcome of the investigation.
3. The Employer will notify the Union. The Employee shall be informed of the charge being investigated.

Administrative leave will depend on the severity of the allegations being investigated. There are three different categories for determining administrative leave during an investigation. The categories are: Low, Medium and High.

A. **Low Level:** This category of allegation does not involve an external investigation, but Seven Hills will report information to an outside state agency for review. (Example but not limited to fire alarms, evacuation, bedbugs, Urgent Care Visits, etc.) The Employer will:

1. Restrict working conditions while the employee is under investigation; assign the employee temporarily to another worksite with same hours, shift and days off.
2. No employee will be allowed to refuse a reassignment based on program preference.

B. **Medium Level:** These would require an internal investigation that may be conducted with another agency as needed. (Example but not limited to: An individual we support left behind accidentally at transport time, less than \$20 missing, consumer to consumer assault with no injuries, etc.) The Employer will:

1. Restrict working conditions (i.e. med training needed employee cannot pass meds) while the employee is under investigation; assign the employee temporarily to another worksite with same hours, shift and days off.
2. No employee will be allowed to refuse a reassignment based on program preference. During the investigation and prior to meeting with the investigator the employee shall be informed of the specific charges and what agency is investigating the complaint. When the Employer conducts its own investigation, it shall inform the employee of the specific charges in advance of the investigatory meeting and their right to have the Union representative present during the investigatory interview, meeting, or hearing. It is the responsibility of the employee to contact the union to accompany them to any interview, meeting, or hearing, unless the employee(s) involved specifically waives representation in writing.
3. Upon completion of such an investigation with a final disposition that does not substantiate the allegation, the employee shall return to his/her former position including worksite hours and schedule.
4. If the investigation does not involve an outside agency, the Employer will make every effort to complete all actions resulting from the investigation within 30 days of management beginning it. Upon completion of such an investigation, the employee and the Union shall be provided with written documentation of the final disposition no later than two (2) business days following the notification of the Employer.

- C. **High Level:** These would be the most serious reportable incidents and, in most cases, investigated by an outside agency but they may ask Seven Hills Rhode Island to assist in coordinating and/or participating in the investigation. (Example but not limited to: Abuse, Neglect, Mistreatment, Exploitation, Sexual Abuse, Major theft of \$, Fraud, etc.)
1. When an Employee is subject to an investigation and the Employer is instructed to place or determines in its discretion that the accused Employee shall be placed on administrative leave pending the outcome of the investigation, the Employer will notify the Union. The Employee shall be informed of the charge being investigated.
 2. Upon completion of such an investigation with a final disposition that does not substantiate the allegation, the employee shall return to his/her former position including worksite hours and schedule.

Article 12

Grievance Procedure and Arbitration

Purpose

The purpose of this procedure is to encourage the prompt and confidential settlement of grievances that may arise between the parties.

Definition

A grievance is hereby defined as any dispute or grievance concerning the interpretation or application of this Agreement, or a claim of violation thereof between the Employer and employee or the Union.

Procedure

All grievances must be initiated at step one (1) within **ten (10) working days** (working days is defined as Monday, Tuesday, Wednesday, Thursday, and Friday) after the alleged violation has occurred or from when there would be reasonable basis for knowledge of the alleged violation. In the case of an alleged grievance which affects the bargaining unit as a whole or in a case when the alleged grievance results from an action above the level of the supervisor, the grievance may be filed at the appropriate level of the grievance procedure. Any time period in which either party must take an action under this Article may only be extended by mutual agreement in writing.

Union representatives shall be permitted to have time off without loss of pay for the purpose of representing employees in accordance with the provisions of this Article 32, Grievance Procedure and Arbitration; provided, however, that the Union representative shall first obtain permission from his/her supervisor to leave his/her assigned duties and permission of the supervisor of any employee(s) whose work may be interrupted. The Union will provide the Employer with a list of union representatives and their jurisdictions.

Step 1

All grievances must be initiated at step one (1) within **ten (10) working days** (working days is defined as Monday, Tuesday, Wednesday, Thursday, and Friday) after the alleged violation has occurred or from when there would be reasonable basis for knowledge of the alleged violation. All grievances must be submitted in writing on the grievance form. A meeting shall be held between the employee, the designated Union representative, if requested by the employee, and the appropriate supervisor to discuss the alleged grievance. The appropriate supervisor shall notify the employee and the union representative of his/her decision within seven (7) working days following the meeting.

Step 2

If the employee is not satisfied with the results of the discussion with his/her supervisor, then the Union shall submit the written grievance to the Assistant Vice President of Adult Services within five (5) working days of receipt of the supervisor's decision at Step 1. A meeting will be held with the Assistant Vice President of Adult Services, or designee, the employee, the union rep and a representative of the Union within ten (10) working days of receipt of the written grievance. Whenever a grievance is filed pursuant to this Article 32, the written grievance must contain, at a minimum, the following information:

1. A short, concise and specific statement of the incident that is the basis for the grievance;
2. Identification of the specific section(s) of the collective bargaining agreement that the grievant alleges were violated.

The Assistant Vice President of Adult Services shall notify the employee with a copy to the Union representative at the same time of his/her decision within seven (7) working days after the conclusion of the meeting.

Step 3

If no satisfactory settlement is reached at Step 2, the grievance may be submitted in writing to the Vice – President of Human Resources (Seven Hills) and the Vice President of Seven Hills RI within five (5) working days of receipt of the Step 2 decision. The Vice President of Human Resources (Seven Hills) or his/her designee and the Vice President of Seven Hills RI, shall meet with the appropriate representatives of the Union, the aggrieved employee, and the applicable representatives of the Employer as soon as possible, but no later than twenty-one (21) days after receipt of the grievance from the Union. The Vice President of Human Resources (Seven Hills) shall reply in writing to the grievance as presented by the Union representative, within seven (7) working days after said grievance was presented to he/she.

Arbitration

If no satisfactory settlement is reached at Step 3 the Union shall file notice of a demand for arbitration upon the Employer, within twenty-one (21) days after the receipt in writing of a failure to resolve a dispute or grievance as set forth at Step 3.

All times set forth in the grievance procedure shall be of the essence. Any grievance or dispute shall be considered settled or waived in the event the Union does not adhere to the time for filing of a grievance, replying thereto, or proceeding to the next step in the grievance procedure.

Notwithstanding anything to the contrary hereinabove, failure of the Employer to respond in a timely manner at any step of the grievance procedure shall not act as a waiver or settlement it shall enable the Union to proceed to the next step, including arbitration.

The Union and the Employer agree that The Labor Relations Connection, Inc. shall be used for selection of an impartial arbitrator in accordance with their specified procedures.

The award of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power to alter, change, modify or terminate any term of this Agreement. Each of the parties will pay one-half the expense of arbitration, including the arbitrator's fee; provided, however, each party shall bear all expenses incurred by it in the preparation of its case.

Article 13

Union Steward, Union Visitation Rights and Union Meetings

Section 1. The Employer agrees to recognize (1) the applicable UNAP collective bargaining representative, (2) the President of the Union, and (3) the designated alternate to the President of the Union, for the purpose of participating in the settlement of grievances and (4) the specifically agreed-to number of delegates as prescribed by the Union and each delegate's area of responsibility. The Union recognizes its obligation to keep the Employer notified of any/all updates to the listings above-described.

Section 2. Notice of original appointments and of all changes in the office of President of the Union and the alternate/designee to the President of the Union, shall be furnished to the Employer in writing by the President of the Union or the UNAP collective bargaining representative. Changes shall not become effective until the foregoing notice is received by the Employer.

Section 3. When it is necessary to investigate a grievance arising under the terms of this Agreement, or to conduct other legitimate business between the Employer and the Union, the UNAP collective bargaining representative employed by the UNAP, shall be admitted to the Employer's general office premises and/or those satellite offices of the Employer to which the Employer and Union have agreed are permissible locations.

Such admittance shall not include the residences of any/all program participants served in the residential program, which shall be defined as all locations where program participants reside unless approved by Human Resources. When it is necessary for the Union to investigate a grievance arising under the terms of this Agreement, the Union shall notify the Employer in advance when it is necessary to interview an employee for this purpose during working hours, and in such cases the Employer shall designate a suitable place where and when in the Employer such an investigation or interviews with any employees (including the President of the Union), shall take place. The Union agrees that the representative shall consult with the Employer as to the scheduling of an employee interview to the end that the operations of the Employer will not be hindered.

Section 4. Pursuant to Section 3, Employees shall be compensated for the time required to attend meetings with the Employer and/or Union during normal working hours.

Section 5. The Employer agrees to provide the Union with any information that it is required by law to provide.

Section 6. Provided space is available, the Union shall be permitted to use designated Employer premises for meetings with the Employer related to the discussion and/or settlement of grievances or for meetings with the Employer relating to the discussion of work-related issues. The premises of the Employer shall not be used for membership meetings or other union activities/meetings that do not include meeting with the Employer as a component thereof.

Article 14 Performance Evaluations

Section 1. All employees shall receive a performance evaluation by their supervisor at least once each year. New employees also shall receive a performance evaluation either during or at the end of their four (4) month introductory period. The performance evaluations by the Employer will be written evaluations.

Section 2. The performance evaluation form shall provide place for written comments by the employee. The employee shall be provided one (1) week from the date of receipt of the performance evaluation to add any written comments in the above-described place for employee comments. An employee shall be entitled to a copy of their performance evaluation if they request one within thirty (30) days of the performance evaluation.

Section 3. The written evaluations referred to in Section 1, and the other applicable information contained in an employee's personnel file, including, but not limited to, written reprimands, warnings, disciplinary actions or written confirmations of oral warnings, reprimands or disciplinary action, shall be considered in determining performance. Disciplinary actions more than one (1) year old shall not be considered in the annual performance evaluation process.

Section 4. An employee shall be entitled to review all information in his/her personnel file relating to his/her employment with the Employer, and shall be provided with a written copy of the information contained therein within three (3) days of the employee's written request of same.

Section 5. Evaluation and observation forms, as well as other written disciplinary actions referred to in Section 2, shall be signed by the applicable supervisor(s), with a copy given to the employee. The original shall be signed by the employee and then placed in his/her file.

Such signature shall indicate only that the employee has read his report, and does not indicate approval or disapproval by said employee.

Section 6. If an employee requests a conference concerning his/her evaluation, it shall be granted.

Section 7. Evaluations shall be conducted by supervisory personnel outside the bargaining unit, and, except where clinical licensing requirements dictate otherwise, in no instance shall any member of the bargaining unit be requested or required to evaluate any other member of the bargaining unit in any manner.

Article 15 Holidays

Section 1. The following listed holidays shall result in payment as set forth in this Article:

New Year's Day	Indigenous People's Day
Martin Luther King Day	Presidents' Day
Thanksgiving Day	Memorial Day
Day After Thanksgiving	Independence Day
Victory Day	Christmas Day
Labor Day	

Part-time employees shall receive holiday pay on a pro-rata basis.

Day program employees shall receive designated holidays off. Residential employee's holidays off shall be scheduled in an equitable manner, taking into consideration the interests of the employees and the needs of the participants. Annual Holiday schedules shall be posted in accordance with the current practice. At the close of the quarterly holiday scheduling process in each residence, unscheduled holiday shifts, if any, shall be forwarded to the Program Director to post agency wide. Remaining open holidays will then be assigned, first to the Per Diem staff by seniority and based on their selected Holiday preference in accordance with Per Diem Staff Pool Policy (see attachment) Agency wide employees are awarded holiday shifts after per diem and on call employees. Finally, if there are still unscheduled holiday shifts, the unscheduled holiday shifts shall be assigned.

1. To the new hires
2. To the person(s) with the least number of holidays assigned.

Section 2. Any employee who works on a designated holiday shall receive double time for all hours worked and applicable differentials.

The parties agree that any employee who works a shift other than their scheduled hours on a holiday shall receive double time and applicable differentials for those hours worked plus holiday pay for hours off.

Section 3. For each of the holidays on which no work is performed by an eligible employee, such employee shall receive his/her regular straight time hourly rate of pay times the hours he is scheduled to work on a regularly-scheduled workday, provided the employee would have been scheduled to work on such day if it had not been observed as a holiday.

Section 4. In the event one of the above-listed holidays occurs or is celebrated during the vacation period of an otherwise eligible employee, he/she shall receive holiday pay, in lieu of using one vacation day.

Section 5. The Employer agrees to pay an employee his/her regular hourly rate, plus any applicable differential, as part of holiday pay.

Article 16 Vacations

Section 1. Employees shall receive paid vacation on the basis of regularly scheduled hours of work and length of service with the Employer, in accordance with the following schedule:

Less than 1 Year:	5 days per year / daily workday average
1 Year through to 4 Years	10 days per year / daily workday average
5 Years through to 9 Years	15 days per year / daily workday average
10 Years or more	20 days per year / daily workday average

The Employer agrees to pay an employee his/her regular hourly rate, plus any applicable differential, as part of vacation pay.

Employees hired prior to May 4, 1997 shall continue to accrue annual vacation at the accrual rates then in effect.

All regular part-time employees who have completed their orientation period and work less than twenty (20) hours per week shall be eligible to request unpaid time off from work, one time per year, equal to their scheduled hours per week. The request must be submitted 30 days prior to the requested time off and is subject to approval and the program's staffing needs.

Section 2. All regular part-time employees who have completed their introductory period and have worked a minimum of twenty (20) hours or more per week shall receive the above-referred vacation with pay on a pro rata basis.

Section 3. For all programs/job classifications, a six-month in advance vacation calendar will be used for vacation selection. The procedure shall be as follows: during a one (1) month open enrollment period of April 1st – 30th, vacations shall be selected for July 1 to December 31; during a one (1) month open enrollment period of October 1st – 31st, vacations shall be selected for January 1 to June 30. Selections will be made based on seniority and among/between any and all multiple requests, seniority will govern. In both cases, approval for requests will be given by the employer within two weeks of the end of the enrollment period or within one week of a subsequent request, whichever is applicable. Once the six month calendar is posted, the number of vacation slots per program and/or setting will be maintained for said period. Nothing herein shall interfere, however, with the employer's right to determine the number of employees allowed out on vacation during any six month calendar period.

The procedure prescribed in Section 3 shall be applied to the employee's first two (2) weeks of vacation time available when the vacation calendar is posted. After all employees have had the opportunity to select vacation in accordance with this Section, all vacation openings remaining shall be subject to a second one (1) month enrollment period wherein all employees, by seniority, can select/fill the additional vacation openings.

Section 3. At the close of the open enrollment periods prescribed above, any other vacation requests within the six month period will be on a first come – first serve basis.

Section 4. The Employer will, so far as Employer operations permit, still endeavor to comply with all vacation requests of all employees in the bargaining unit. The Employer will commit to

make its best efforts to allow all employees to take at least one (1) week of vacation during the summer (i.e. between June 15 and Labor Day).

Section 5. Because vacation time is viewed as a necessary respite from the work environment, employee accumulation of vacation days shall not exceed thirty (30) days. Accumulated vacation time in excess of that permitted by this Section shall be forfeited by the employee. An employee shall not suffer the loss of any accumulated vacation time occasioned by the denial of a request for vacation leave by the Employer; provided that the employee's request shall have been made thirty (30) days prior to the applicable date on which the employee otherwise would forfeit such vacation leave.

Section 6. Introductory employees are not entitled to vacation benefits until completion of the introductory period. However, upon successful completion of the introductory period, vacation benefits shall be computed from the employee's date of hire.

Section 7. Upon written request at least two (2) weeks prior to an employee going on a one (1) full week or two (2) full week vacation, an employee may be paid his/her vacation pay prior to the start of said vacation.

Section 8. Any employee in their introductory period of employment, who experiences a traumatic life event which causes them to be out of work without pay, may be eligible to borrow against the vacation time accrued at four (4) months. The employee must submit the request in writing to their supervisor or Human Resources. They will be notified if they are eligible.

Section 9. If a holiday occurs during the calendar week in which a vacation is taken by the employee, the employee shall receive holiday pay in lieu of using one vacation day.

Section 10. For record purposes, accrued but unused vacation presently accumulated by all employees in the bargaining unit shall be transferred in an uninterrupted manner and shall continue to be part of the individual employee's personnel record.

Section 11. Vacation time not yet accrued can be used in advance, only where permission is granted by the CEO or his/her designee. The granting of such permission shall be at the discretion of the CEO or his/her designee.

Section 12. Eligible employees shall be compensated for any accumulated unused vacation time when they are permanently separated from employment with the Employer. In the event of the death of the employee, payment is to be made to the estate of the employee. The amount of payment for all unused vacation time shall be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

Section 13. Vacation Cash Out: After one year of service employees are eligible to cash out a portion of their accrued vacation time. Vacation Cash Out request forms must be made in increments of at least 40 hours or pro-rated based on scheduled hours. Vacation Cash Out request forms must be submitted directly to the Payroll Manager at least 10 working days in advance of the pay cycle in which it will be received. Vacation Cash Out is available at the following maximum amounts.

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Maximum Cash Out</u>
One to Four Years	10 days	One week (5 days)

Five to Nine Years	15 days	Up to two weeks (10 days)
Ten or more Years	20 days per year	Up to three weeks (15 days)

New employees with 0 to 1 year of service are not eligible for the vacation cash out. Employees hired prior to May 4, 1997 who accrue at the rate of 2 days per month are eligible to cash out up to three weeks (15 days).

Employees are eligible to use the Vacation Cash Out benefit twice in each calendar year.

Article 17
Sick Days

Section 1. All regular full-time and regular part-time employees shall be entitled to sick leave. Employees are eligible to use sick leave after 3 months due to the Rhode Island Sick and Safe Leave Law. Eligible part-time employees shall be eligible for sick leave on a pro rata basis.

Effective October 4, 2013 sick accrual shall commence at 1.85 hours per pay period (26 pay periods).

Regular full-time employees shall accrue sick days at a rate of 1.85 hours per pay period, based on regularly scheduled hours of work.

Sick leave may be used when an employee is absent from work due to a scheduled health care appointment, illness, injury or other medical condition of the employee or family member (parent, spouse, child, or any other person living in the same household). Sick leave may be used in one (1) hour increments.

No employee shall be allowed to accumulate greater than sixty (60) days of sick leave: except for those employees who previously were granted/grandfathered the right to accumulate more than sixty (60) days of sick leave.

Section 2. If an employee already has used the accrued sick days to which they are entitled, they nevertheless are eligible for up to two (2) additional sick days per year for (a) any illness of five days or more, provided they provide the Employer with a doctor's note regarding the illness and (b) any in-patient Hospital stay. Regular part-time employees' (i.e., 20 or more regularly-scheduled hours per week) sick leave hours shall be computed on a pro rata basis for the regularly scheduled full-time hours of work for that position.

Section 3. An employee who has frozen/grandfathered Long Term Sick Leave in the Long Term Sick Bank will be allowed to access said time only after he/she has first exhausted his/her accrued sick days granted pursuant to this Article 17. If an employee is already out of work due to illness or injury or other medical condition and, at the time he/she needs to access the grandfathered long term sick time, has already provided a medical note or medical documentation for his/her absence then he/she need not provide to the Human Resources Department another doctor's note. However, an employee who is eligible to access Long Term Sick time but is not currently out of work at the time he/she wants to access said time must provide medical documentation to support his/her request for use of Long Term Sick. In addition, the Employer may request FMLA documentation from the employee under these circumstances.

Section 4. Sick leave shall not be earned by eligible employees while on any unpaid leave, including FMLA leave.

Section 5. All employees must notify their supervisors of absence due to illness as soon as possible. For all employees, notification, when possible, must be at least three (3) hours prior to his/her scheduled shift. Failure to do so could result in disciplinary action up to and including termination.

Section 6. The Employer agrees to pay an employee his/her regular hourly rate, plus any applicable differential, as part of sick leave pay.

Section 7. The employer shall give employees who do not call in sick for six (6) months a \$25.00 gift card.

Article 18 Personal Days

Section 1. Each regular full-time employee in the bargaining unit shall be granted three (3) days personal leave days per year. Personal days will be deposited every January 1st. Eligible regular part-time employees shall be entitled to personal days on a pro rata basis. Personal leave may be taken for any purpose. Requests for personal time must be made as far in advance as possible. Reasonable requests will not be denied. Personal time may be used in one (1) hour increments.

Personal days shall not be paid to an employee when the employee separates from the Employer and personal days may not be rolled over from one contract year to another.

Section 2. The Employer agrees to pay the employee's regular hourly rate, plus any applicable differential, as part of pay for personal days.

Section 3. Full-time employees, upon completion of their introductory period, shall be eligible for three (3) personal days, with pro-rata time for part-time employees based on the following schedule:

If the Introductory Period Expires During The Below-Prescribed Periods:

January 1st through to April 30 th	3 days
May 1st through to August 31st	2 days
September 1 st through to December 31 st	1 day

Article 19 Bereavement Days

Section 1. Up to three (3) days leave of absence from the date of death or a reasonable period thereafter based on individual circumstances is available to all employees with scheduled hours,

effective at time of hire. This leave shall be provided for a member of the employee's immediate family, as defined herein. Pay for such leave shall be at the employee's regular hourly rate, plus any applicable differential, for the hours scheduled for each workday lost because of such absence. Immediate family members shall be defined as spouse, former spouse, domestic partner, child, foster-child, step-child, father, mother, step-father, step-mother, step-sister, step-brother, grandparents, grandchild, brother, sister, half-brother, half-sister, in-laws and other persons living in the same household. This does not include temporary employees.

Section 2. An extension of this bereavement leave may be approved by the CEO or his/her designee at the employee's request, to be taken from the employee's accrued vacation time or personal days up to the applicable number of days accrued. Approval of an extension of emergency leave or bereavement leave shall not be unreasonably withheld by the Employer.

Article 20

Health Insurance & Dental Insurance

Section 1. The Employer shall offer/contribute to a health insurance plan and a dental insurance plan for its full-time employees.

Section 2. As of the first of the month following the first thirty (30) days of employment, employees scheduled to work at least thirty-five (35) hours per week have the choice of (a) an individual health insurance plan, (b) an individual and spouse health insurance plan, (c) an individual and child/children health insurance plan, or (d) a family health insurance plan.

As of the first of the month following the first thirty (30) days of employment, employees scheduled to work at least thirty-five (35) hours per week have the choice of an individual dental plan or family dental plan.

Section 3. For eligible employees, the Employer shall pay the premium for dental insurance coverage in accordance with the following below-described 'caps' on the Employer's annual payment to each eligible employee's dental insurance coverage:

Individual Plan Coverage:	\$300
Family Plan Coverage:	\$800

For eligible employees, during the life of this agreement, the Employer shall offer HealthMate Coast to Coast coverage as defined and titled by the Blue Cross/Blue Shield summary sheet. The Employer shall pay 80 % of the total premium for said coverage offering with the employee paying 20% of the total premium for said coverage offering.

Section 4. The parties agree that nothing contained in Section 3 shall preclude the Union and the Employer from working together to modify the provisions of Section 3 by mutual agreement at any time the parties agree that it is mutually beneficial to do so. The parties agree to a 'Memorandum of Cooperation' which endorses the philosophy described in this Section 4 and to any 'Memorandums of Understanding' which outline any such modifications to which this Section 4 refers.

Section 5. It is agreed that the Employer's only obligation is to timely pay the cost of the insurance plan referred to above, and that in all matters with respect to coverage, payments, or benefits and the amounts thereof, the master policy issued by the insurance carrier shall control.

Section 6. Except as otherwise provided under FMLA, the Employer shall have no obligation to pay premiums for insurance coverage of employees who terminate for any reason, or who are laid off or on an unpaid leave of absence. This shall be the case as of the date such employees are no longer on the active payroll of the Employer. Employees who are laid off may continue, from the date of layoff, to be covered by the Employer's insurance plan for a period of months equal to the number of months of service with the Employer up to the maximum allowed under COBRA; provided, however, the employee shall pay 102% of the monthly premium charged by the carrier to the Employer, on or before the tenth day of the month for which coverage is sought; provided, if the premium is not timely paid to the Employer in any one month. Coverage shall not be commenced again until the first day of the month following 30 days of employment after recall from layoff.

Section 7. The parties agree that with respect to Sections 6 and 7 of this Article, the Employer shall in no way be liable for any medical expenses, etc. of the employee, including those expenses were the result of the employee having no family coverage during that period the expenses which arose and/or accrued, either as a result of benefits having been 'waived', or as a result of there being a "waiting period" during which the employee could not be covered, even if those expenses occurred after the date on which the Employer received written notification from the employee.

Section 8. Nothing herein shall prohibit the Employer from changing the Employer's health insurance and/or dental insurance carrier and/or changing the health insurance plan(s) or dental insurance plan(s) offered by any insurance carrier, provided that the Employer provides the Union with sixty (60) days notice of any such change(s) and that the health insurance plan and/or dental insurance plan is reasonably similar in plan terms and price to the one(s) currently being offered as of the date of this agreement. However, nothing herein shall constitute any guarantee that the Employer can continue and/or is required to offer employees the same or similar number of choices/options as is currently in effect as of the date of this agreement.

Article 21 Life Insurance

The Employer agrees to provide regular full-time employees who have completed their introductory period with \$25,000 base life insurance or 1X employee's salary whichever is greater.

Article 22 Pension Plan

403b Plan

Seven Hills Rhode Island will match the employee contribution on a dollar for dollar basis up to 5 and ½ % of the employee's salary.

Article 23

Insurance/Fringe Benefits for Employees On Unpaid Leave

Section 1. Unless otherwise specified in this Agreement, insurance benefits shall be maintained by the Employer, at the option and expense of the employee, for any employee on any unpaid leave. Said employee must pay 102% of the monthly premium charged by the carrier to the Employer, on or before the tenth day of the month for which coverage is sought; provided, if the premium is not timely paid to the Employer in any one month, coverage shall not be commenced again until the first day of the month following thirty (30) days of employment with the Employer upon his/her return from unpaid leave.

Section 2. No employee shall accrue or be paid any fringe benefits provided by the Employer while on any unpaid leave of absence, except as otherwise permitted by this Agreement.

Article 24

FMLA Leave & School Involvement Leave

Section 1. The Employer shall adhere to the provisions of the federal Family Medical and Leave Act and the state Parental and Family Leave Act.

Section 2. Employees on an approved FMLA may choose to use either (a) all accrued benefit time, or (b) all accrued benefit time except accrued vacation time. The employee is required to make this one-time choice at the beginning of his/her 'FMLA' leave.

School Involvement Leave

Section 3. All employees shall be entitled to a total of ten (10) hours of unpaid leave during any twelve (12) month period to attend school conferences or other school-related activities for a child of whom the employee is a parent, foster parent or guardian.

Section 4. Employees must notify their supervisor in advance to arrange the leave.

Section 5. At the option of the employee, the Employer agrees that the employee may use accrued vacation leave or personal leave if he/she wishes any school involvement leave to be paid time off.

Article 25

Union Leave of Absence – Illness

Section 1. Any member of the Union who is elected or appointed as a delegate or representative of the Union in any activity not concerning the Employer directly, which activity shall necessitate a temporary absence from his or her employment, shall be granted such leave of absence without pay upon adequate advance notice thereof, in writing, to the Employer. The

Employer shall not be required to grant such leave of absence to more than one employee during any given period of time.

Section 2. Any member of the Union who is elected or appointed to a full-time position with the Union necessitating lengthy absence, not exceeding his term of office, shall be granted a leave of absence without loss of seniority, subject to Section 1 and Section 3 of this Article 25. Upon his/her return to employment, the employee shall receive any increase in his wage rate in effect at the time of his leave of absence commenced, that may have become effective during his leave of absence in his classification of work, and his former wage rate shall be reduced by any reduction in pay that he would have received or that took effect in his classification of work, if he had continued to remain in the service of the Employer during the period of leave of absence. Before returning the employee to work, the Employer, at its expense, may require the employee to be examined by a medical doctor for the purpose of ascertaining that the employee is physically qualified to perform the work available.

Section 3. An employee shall submit a request for a leave of absence, in writing, clearly setting forth a reason for same and the length of time request, and said employee shall furnish a certificate from a physician, as set forth above, of illness or injury, as soon as possible thereafter, if the request is for such type of leave and if the Employer requests the certificate. Prior notice, which shall be two weeks before leave of absence is to commence, shall not apply to emergency conditions.

Section 4. No vacation, personal or sick time will be charged for that day on which an employee needs to leave work and seek medical attention for an on-the-job injury.

Section 5. There shall be a pool containing ninety (90) paid release time hours for the term of this Agreement for Union officers. Union officers shall be released with pay in all respects. The Union will reimburse the Employer for the hours paid but not worked. All released time will be pre-approved by the Employer.

Article 26

Other Unpaid Leaves of Absence

Section 1. Unpaid leaves of absence for limited periods not to exceed three (3) months may be granted and shall not be unreasonably withheld by the Employer.

Section 2. Except in emergency cases, requests for unpaid leave of absence under this Article must be made at least thirty (30) days prior to the proposed commencement of the unpaid leave of absence.

Section 3. The provisions of this Article shall not apply to introductory period employees.

Section 4. If the employee was away from work for thirteen (13) weeks or less, pursuant to this or any other approved leave, he/she will be reinstated to their former position. Thereafter, the employee shall be offered reinstatement into his/her former position, if available, or to a position, if available, with the same hours on the same shift.

Article 27
Witness Leave

Where an employee is subpoenaed as a witness in a judicial or administrative hearing or trial in order that he/she testify with respect to matters arising out of or related to the duties within his/her scope of employment, the employee shall be paid his/her regular hourly rate, plus any applicable differential, for the time spent in the above-referenced capacity.

Article 28
Jury Duty

Section 1. All full-time and part-time employees actually called for jury duty will be granted time off, when needed, and will receive the difference between their straight time weekly pay for scheduled hours of work and the amount received while on jury duty. Employees will be expected to work on any scheduled workday when the jury is not in session.

Section 2. Employees who are scheduled to work either an evening or night shift and who on that day attend and/or serve on jury duty for four (4) hours or greater in a single day, shall be excused from working the subsequent evening or night shift. Employees who are scheduled to work a weekend shift and who during the five (5) consecutive days preceding the weekend shift attend and/or serve on jury duty during all five (5) days, shall be excused from the subsequent weekend shift.

Section 3. Each employee shall advise their supervisor immediately when called for jury duty. Jury duty pay shall not be due the employee until reasonable satisfactory proof to the agency of actual jury service, its extent, and the amount of money received for jury duty has been given.

Section 4. The Employer agrees to pay any applicable wage 'differential' as part of jury duty pay.

Article 29
Military Service

Section 1. Any employee who is a member of a reserve force of the United States shall be granted a leave of absence during those working periods where the employee has been called to active duty. The employee will receive from the Employer, for a period not to exceed two (2) weeks in any calendar year, the difference between his/her military pay and his/her normal straight time pay for the period of absence, provided, the military pay is less.

Section 2. Employees who serve in the military service of the United States shall be entitled to re-employment rights as set forth in laws of the United States in effect at the time of release from military service.

Section 3. Any employee(s) called to active duty shall be restored to their former job classification, as appropriate, upon release from active duty: but said employee(s) shall be required to notify the Employer in accordance with the USERRA re-employment policy. Within

seven (7) days of said notice to Employer, the employee shall be placed on the Employer's payroll unless the employee and the CEO or his/her designee mutually extend the period.

Article 30

Transportation & Mileage Reimbursement & Other Related Articles

Section 1. Employees who are required to use their personal motor vehicle in the performance of their duties shall be reimbursed at the rate of 50 cents per mile. Mileage reimbursement shall be paid in accordance with current Employer policy.

Section 2. The Employer agrees to maintain all existing agency vehicles in clean and safe working order and the Employer shall ensure that all vehicles have the required number of seat belts in working order.

Section 3. Employees who are required and/or choose to use their personal motor vehicle must present to the Employer a valid driver's license and suitable evidence regarding their current in-force liability insurance policy.

Section 4. Any repair or cleaning of an employee's personal vehicle made necessary by an incident involving a program participants in the performance of the employee's duty shall be reimbursed by the Employer subject to the employee's submitting appropriate documentation to the Employer.

Article 31

Inclement Weather and Emergency Closures

Day Services

Section 1. Inclement weather days occur when there is a delayed opening or early closing of Day Program services due to inclement weather.

Section 2. Emergency closures occur when Day Program services are closed for both participants and staff. Employees who work during an emergency closure for snow removal will be paid double time for the hours worked. Employees should record that time on a separate time sheet report. In case of an inclement weather day, the Employer will announce a specific time for a delayed opening or early dismissal for participants and/or staff. Delayed opening times and early dismissal times may differ depending on program/safety needs of the participants.

Section 3. The Employer and Union agree that disciplinary action will be taken if patterns of poor attendance related to inclement weather are identified.

Section 4. In the event of an inclement weather day, the following procedures shall be followed:

1. The employer identifies the number of people needed to staff the agency.
2. Employees are expected to report to their assigned location of work that day, unless at the discretion of the supervisor, based on programmatic needs, she/he gives the employee the

- option to stay home, come in late, or leave early. Employees must use personal time or vacation time. If no benefitted time is left then the employee will go without pay.
3. Employees who are in a flex position are reassigned or floated first by seniority and as appropriate.
 4. Employees who volunteer are assigned second. The employer will periodically post a sign-up sheet for employees who may sign up as volunteers to be floated and where they are willing to go. Employees are responsible for keeping managers updated on their preferences.
 5. The employer next goes to the list of employees in day service and on a rotating basis shall assign the employees to residential. The rotating basis starts with the least senior (appropriate) employee and proceeding to the next person amongst the staff members on duty when the next occasion arises.
 6. Employees not transferred to a group home, at the discretion of the supervisor, may use the time to attend trainings or assist the supervisors in working areas i.e., cleaning, paperwork, review curriculum, etc.
 7. For any clarification on how a delay/closing may affect employee's work schedule, the employee must contact his/her immediate supervisor.

Residential Services

Section 1. The Employer may declare an inclement weather shift for the Residential Services Program. During an inclement weather shift, employees shall work with their supervisor to obtain substitute coverage for their shift in order to ensure that staffing meets safety needs. If substitute coverage cannot be obtained, the employee will be required to come to work. Any employee who has obtained substitute coverage will be required to use vacation or personal time.

Section 2. The Employer and Union agree that disciplinary action will be taken if patterns of poor attendance related to inclement weather are identified.

Section 3. All employees in essential operations are required to report to work, unless unable to do so by governmental action/pronouncement.

Community Support Services

In the event of inclement weather, SHRI will post cancellation/day information with the RI Broadcaster Network. All data is available in real time on a participating radio and television stations as well as their websites.

Information will be posted by 6:00 a.m.

Closing or delay information will be broadcast over virtually every Rhode Island television station through the courtesy of the RI Broadcasters Association. On television broadcast this information will be in the Health Centers and will be listed alphabetically under SHRI.

A delayed opening or cancellation is in relation to our normal business hours of 8:00 am to 4 pm and applies to Day Services, Administrative, and Child and Family Service offices only. For clarification on how a delay may affect your own work schedule, you must contact a Residential Director on their cell phone.

Article 32
Bulletin Boards

Section 1. Both parties recognize that the residential service settings of Seven Hills Rhode Island are the homes of the residential program participants. The use of these residences by the Union (unless approved by Human Resources) for union meetings, bulletin board postings, and union visitation is inappropriate and in violation of the privacy interests of residential program participants' homes. However, the Employer agrees that the correspondence log can be used for non-derogatory/non-inflammatory notices regarding union issues.

Section 2. The Employer agrees to provide bulletin boards for the sole and exclusive use of the Union. For the day program staff, the official Union Bulletin Board shall be located at Seven Hills Rhode Island Adult Services day site locations, as well as those other locations mutually agreed to by the parties.

Section 3. The Union Bulletin Boards referred to in Section 2 shall be used only for routine Union business. The Union Bulletin Boards shall not be used for derogatory or inflammatory purposes.

Article 33
Employee Direct Deposit & Payroll Deductions

Section 1. Employees shall be permitted to be paid by payroll check or by direct deposit. Direct deposit deductions shall be made in accordance with the policies of the appropriate financial institution.

Section 2. Nothing herein shall prohibit the Employer from permitting a payroll deduction plan for pledges to charitable organizations.

Section 3. The Employer agrees to provide bi-weekly summaries on the employee's paycheck/pay stub of his/her unused vacation time, unused personal days, and unused sick days.

Article 34
Training, Development and Health & Safety

Training and development are highly valued and the Employer and Union agree that the development of staff is critical to achieving the organization's support mission. The Employer remains committed to the ongoing training and development of all staff, including the knowledge and skills necessary to provide high quality services required for successful job performance, to ensure staff compliance with state and federal regulatory requirements, and to empower staff to make a full contribution to the support of all program participants. Therefore, all mandatory trainings and approved conferences/trainings shall be paid by the Employer, including mileage and other routinely recognized expenses where applicable. The Employer agrees to continue the nursing education program currently in effect at the agency.

With prior approval, the Employer will reimburse employees for work-related expenses that are paid out of the employee's own pocket. An expense voucher must be approved and submitted to the employee's supervisor prior to payment.

The Employer agrees to provide all employees with Hepatitis B inoculations at the Employer's expense. In addition, the Employer agrees to provide all employees with universal precautions training and materials, as appropriate, at the Employer's expense. Employees are required to attend said training.

The Employer shall provide the necessary staff, equipment, materials, and training to employees so as to minimize the risk of injury or harm to both employees and consumers.

As permitted by law, employees shall be notified of consumers with contagious infections and infestations on a need-to-know basis and shall be informed of precautionary measures to be taken. Training will be provided if necessary.

Medication Recertification New

Newly hired employees shall be trained in medication certification procedures prior to the end of their probationary period. Recertification will be offered to all employees on an annual basis.

The annual medication recertification process shall consist of a classroom instruction, consisting of a review of medication administration protocols, followed by the administration of a certification exam. Employees must pass the certification exam prior to administering medication to clients. Initial and ongoing medication certification training shall be administered by a registered or practical nurse.

Training Deadlines:

Recertification will be required within one year from the first day of employment and each year following.

Effective January 1, 2024, any employee whose certification has lapsed must be certified within three months. If the employee is out of compliance after three months, the employee would be removed from the shift and will be ineligible to work until they have completed the required certifications for their position. An extension of three months will be granted for any employee returning from an approved leave of absence.

Article 35

Labor-Management Committee

Section 1. There shall be a joint Labor-Management Committee consisting of no more than three (3) representatives of the Employer and the Union. The Committee will meet quarterly, or more frequently if both parties agree, to discuss matters of mutual interest: including issues relating to the parties relationship, the administration of this collective bargaining agreement and federal and state support for the Employer's programs. Agenda items may be proposed by either party and will be exchanged between the Employer and the Union and agreed upon one (1) week prior to a scheduled meeting.

Section 2. The Labor-Management Committee shall not be used to supplant the grievance and/or other processes used by the Employer and the Union to deal with specific complaints involving staff and program participants, shall not be used by the Employer to discipline and/or criticize staff, either individually and/or collectively, shall not be used for staff members to complain about individual program participants and/or their advocates or family members, and shall not be used by program participants and/or their advocates or family members to complain about individual staff members. Any violation of this Article shall result in the termination of the meeting forthwith; provided, if after advising the program participants and/or the advocate and/or the family member of the policy, the complaining and/or criticism of the affected staff members in attendance continues.

Section 3. The parties agree to submit to the Joint Labor Management Committee issues involving Training & Development of bargaining unit employees.

Section 4. Labor-Management Study Group: The Employer and the Union agree to establish a Labor-Management Study Group to meet and discuss ways the parties can reach a mutual agreement regarding different health insurance coverages, health coverage options, health coverage alternatives to premium payment, health insurance carriers and any and all other possible alternatives to mutually assist in reducing and/or slowing the growth of the cost of health insurance to both the Employer and the staff of the Employer.

Article 36 No Strikes

Section 1. The Union agrees that during the term of this Agreement and any renewal or extension thereof, it will at all times cooperate with the Employer in maintaining Employer operations.

Section 2. The Union agrees not to call, authorize, condone or support any strike, slowdown, sickout, stay-in, sympathy strike or establishment of any picket line by any employees of the bargaining unit, at any premises of the Employer, during the term of this Agreement and any renewal or extension thereof.

Nothing herein shall prohibit informational picketing at settings other than residential settings of program participants and other programs and/or settings of the Employer that do not employ bargaining unit employees in said program. Nothing herein shall prohibit informational picketing at the administrative headquarters of Seven Hills Rhode Island.

Section 3. The Employer agrees that during the life of this agreement, it will not engage in any lockout of bargaining unit employees.

Section 4. In the event that any bargaining unit employee or employees engage in any of the actions set forth in Section 1 of this Article which the Union has agreed not to call, authorize, condone or support, such employee and those participating with him can be disciplined. The term "slowdown" shall mean an intentional or willful act on the part of an employee to restrict the operations of the Employer by the use of any means within the employee's reasonable control.

Section 5. The provisions of Section 1 and Section 2 shall not prohibit any bargaining unit employee, as distinguished from the Union, from exercising his/her personal decision to choose not to cross a picket line established by another union, that is, a union other than one affiliated with the United Nurses & Allied Professionals, where such union is (1) a “labor organization” within the meaning of the National Labor Relations Act, and (2) is lawfully picketing the premises of the Employer into which the employee must enter to begin work, and (3) is picketing the Employer because of a bona fide labor dispute with the Employer. Should the Employer succeed in obtaining any judicial or administrative determination that the provisions of Section 1 and Section 2 have been violated, then the disciplinary provisions in Section 2 shall then become applicable.

Section 6. Recognizing that the residences of any/all program participants constitute the program participants’ homes, the Union and all bargaining unit employees agree that under no circumstances will the Union and/or bargaining unit employees engage in any concerted activity of any kind outside, inside and/or otherwise in the vicinity of any residences of any program participants.

Article 37 Complete Understanding

Section 1. It is agreed that this Agreement contains the full and complete understanding of the parties, is subject to no understandings, conditions or representations other than those expressly stated herein, and that amendments or clarification of this Agreement shall only be made in writing executed by the parties and attached to this Agreement.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the Employer and the Union agree that during the period of this Agreement, neither party shall be obligated to bargain with respect to any matter or subject not covered or referred to in this Agreement, nor with respect to any matter or subject referred to in this Agreement, except in the manner and the context specified herein.

Article 38 Management Rights

Section 1. Except as expressly and specifically limited or restricted by provision of this Agreement, the Employer has and shall retain the full right of management and direction of all employees in the bargaining unit and the Employer’s operations. Such rights of management include among other things, but are not limited to, the right to plan, direct, control, increase, decrease or discontinue, in whole or in part, its operations, to determine the methods of operation, the scheduling of work and the equipment to be used in its operations, and the processes and materials to be used in its operations, and the processes and materials to be used in the work. Such rights shall also include, among other things, the right to discharge employees for just cause, to determine the number and qualification of employees required in the work force, the qualifications and standards of the jobs it presently has or may create, the qualifications of applicants for employment, the assignment of duties among employees as may be required in the operation of its business, the transfer of such duties among employees as such operations may

require, and the adoption of rules and regulations which will be applicable to the conduct of employees and the carrying on of the Employer's operations.

Section 2. All rights heretofore exercised by the Employer or inherent in the Employer as the operator of the business, or as an incident to the management of the business, not expressly contracted away by the specific provisions of this Agreement, are retained solely by the Employer.

Article 39 **Employee Handbook – Union Contract**

Section 1. The parties agree that the subjects/topics addressed/contained in the Employer's 'Employee Handbook' and which also are incorporated into this Agreement as 'Policy Appendices' shall be adhered to unless otherwise in direct conflict with another specific provision contained in this Agreement.

Section 2. A draft copy of the parties' collective bargaining agreement shall be made available to the Union no later than sixty (60) days after completion of negotiations and ratification of the new agreement.

Article 40 **Mutual Dignity & Respect**

In order to provide efficient and dignified care to all program participants, the Employer and Union agree that all parties to this agreement (i.e. the Employer and its representatives, the Union and its representatives, and all bargaining unit members), will treat each other with mutual dignity and respect. When it becomes necessary to apprise an employee of a performance problem, discussion and/or discipline shall be conducted in a professional manner, avoiding embarrassment and public display. In addition, when it becomes necessary for an employee to discuss a matter of disagreement with a supervisor or other management representative, this discussion also shall be conducted in a professional manner, avoiding embarrassment and public display.

Article 41 **Severability**

Should any Article, part or paragraph of this Agreement be unlawful or invalid under Federal or Rhode Island law, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph thereof, and the remainder of the Agreement shall continue in full force and effect.

Article 42 **Miscellaneous Provisions**

Section 1. The Employer will reimburse employees, but in no event in an amount exceeding \$300.00, for any clothing or other personal property usually carried or worn on the person, not covered by insurance, damaged or destroyed in the course of his regular duties, without fault on the part of the employee. Any claim for compensation under this Article shall be accompanied by proof of loss. With respect to any of the employee's personal property left on or within Employer property, and which is not otherwise covered by this Section, the employee shall be personally responsible. The foregoing to the contrary notwithstanding, the Employer agrees to reimburse the employees for the actual replacement cost of eyeglasses or contact lenses.

Section 2. The Employer agrees that for all bargaining unit members, any/all employee benefit accruals in existence of the last day of the month on which both the Union and the Employer have officially ratified the collective bargaining agreement, shall be preserved, carried over and covered by this collective bargaining agreement between the Employer and the Union.

Section 3. The Employer and Union agree that there will be a no smoking policy at all of the Employer's facilities and vehicles.

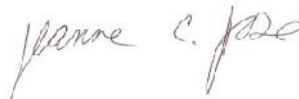
Article 43
Duration of Agreement

Section 1. This Agreement shall be effective from June 24, 2024 and shall terminate at midnight July 1, 2025 and shall continue from year to year thereafter unless or until either party serves notice, in writing, at least sixty (60) days prior to the expiration of the original or any subsequent period, of a desire to change or modify or terminate this Agreement.

Section 2. In the event either party services notice in accordance with Section 1, it is agreed that the parties shall be negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date; subject, however, to the right of either party, upon at least ten (10) days prior written notice to the other party, to terminate the entire Agreement after the expiration date.

For the Employer:
Seven Hills Rhode Island

For the Union:
United Nurses & Allied Professionals, Local 5068



Date: _____

Date: March 12, 2025

**APPENDIX A
AGENCY FEE CHECK-OFF AUTHORIZATION**

I, the undersigned, do hereby authorize and direct my Employer, Seven Hills Rhode Island, to deduct from my wages, an agency fee equivalent to membership dues as fixed pursuant to the Constitution and the Bylaws of the United Nurses & Allied Professionals, and to pay over the same to this Union or its designated agent, pursuant to the provisions of any current or future collective bargaining agreement.

This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one (1) year from the date hereof, or until the termination date of any applicable collective bargaining agreement, whichever occurs sooner; unless I revoke it by sending written notice to my employer and a copy to the Union, only during a period of fifteen (15) days immediately succeeding the termination date of any applicable collective bargaining agreement or yearly period, it shall be automatically renewed as an irrevocable checkoff from year to year, until duly revoked as provided herein.

Print Name of Employee	Date
Signature of Employee	Cell Phone
Address	Email Address
Telephone Number:	
Job Classification/Title:	
Work site/department/location:	

DUES CHECKOFF AUTHORIZATION

I, the undersigned, hereby accept membership in UNAP Local 5068 and do hereby authorize and direct my Employer, Seven Hills Rhode Island, to deduct from my wages, the membership dues in the amount fixed pursuant to the Constitution and Bylaws of the United Nurses & Allied Professionals, and to pay over the same to the Union or its designated agent, pursuant to the provisions of any current or future collective bargaining agreement.

This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one (1) year from the date hereof, or until the termination date of any applicable collective bargaining agreement, whichever occurs sooner; unless I revoke it by sending written notice to my employer and a copy to the Union, only during a period of fifteen (15) days immediately succeeding the termination date of any applicable collective bargaining agreement or yearly period, it shall be automatically renewed as an irrevocable checkoff from year to year, until duly revoked as provided herein.

_____	_____
Print Name of Employee	Date
_____	_____
Signature of Employee	Cell Phone
_____	_____
Address	Email Address
Telephone Number:	_____

Job Classification/Title:	_____

Work site/department/location:	_____

Attachments

Per Diem Staff Pool

Policy:

It is the policy of Seven Hills Rhode Island to follow all applicable agency personnel rules and union requirements regarding use of “Per Diem” staff to fill open shifts. Rationale for policy is to reduce overtime, staffing shortages and their impact on individuals supported, programs, staff and management. The following locations are where Per Diem employees work - all Adult Services sites.

Procedure:

-) Per Diem staff may be scheduled for any program in adult services.
-) Per Diem staff will be placed on a call list according to seniority with the agency.
-) Per Diem staff will be directly supervised by the site supervisor with input from the Program/Service Coordinators.
-) Scheduling will be done by the site supervisor in conjunction with the Program/Service Coordinators.
-) Per Diem staff must attend all mandatory agency trainings upon hire, annually and as needed/directed by Coordinators.
-) Per Diem staff will receive additional training on program specific requirements as needed. Program/Service Coordinators will provide additional training as needed.
-) Per Diem staff must submit updated contact information for themselves as well as a complete listing of current availability to the site supervisor on a monthly basis.
-) If float staff or on call staff are used in the future, the titles go back into the per diem pool attachment.
-) Open hours will be filled as follows:
 1. Per Diem (in house, then out of the house by seniority)
 2. Part Time (not incurring overtime) by house/site-by seniority
 3. Part Time (not incurring overtime) outside house/site-by seniority
 4. Full Time—least amount of overtime—seniority rules
-) Applicable differentials for nights and weekend shall be paid to all staff
-) Per Diem staff must work at least three major (i.e. Christmas Day, Independence Day, Thanksgiving Day, New Years Day) and four minor holiday shifts per year, if necessary; this will be at the discretion of the staff, the site supervisor and the Program/Service Coordinators, and be scheduled based upon seniority and in order to accommodate the needs of the programs.
-) Per Diem staff must work at least five weekend shifts per month (weekend defined as Friday evening/night, Saturday, and Sunday); this will be at the discretion of the staff, the site supervisor and the Program/Service Coordinators, and be scheduled based upon seniority and in order to accommodate the needs of the programs.
-) Day Program per diem staff must work 5 weekday shifts per month at the discretion of the staff, the site supervisor, and the program/service Coordinators.
-) If Per Diem staff apply and are hired into another package (Regular FT or PT position) their hourly rate will be reduced to \$15.40/hr or employee’s existing starting rate.
-) When assigning weekends to per diems, scheduling staff will take into account group home staff requests for weekend time off.

Guideline for Staff Transfers

Seven Hills Rhode Island Residential Department may need to transfer staff from one group home location to another in order to provide a safe environment for participants and other employees.

The most common reasons for transfers are open shifts, sick, vacation, FMLA's, personal days, staff on light duty, shifts that are covered by new untrained staff, etc.

Prior to transferring existing staff, the open shifts are sent out every Monday to all Seven Hills Rhode Island locations in order to elicit volunteers.

Safety is the most important consideration and is accomplished by ensuring each location has a staff in place that is trained and has some knowledge of the home and the participants. This is especially important in locations that have participants with complex and challenging medical and behavioral issues.

In the event a transfer is needed The Seven Hills Rhode Island will make every effort to distribute the transfer of assignment evenly amongst staff members.

In the event that an employee is asked to move from one group home to another without a minimum of three (3) hours prior notification, the employee will be paid an additional \$1.00 per hour.

Developed 7/2007

Revised 10/2007

Revised to change name to Seven Hills Rhode Island 2013

June 3, 2009

Memo of Understanding

Policy:

It is the policy of THG to follow all applicable agency personnel rules and union requirements regarding staffing "on-call" to fill open shifts.

Rationale for policy is to reduce, over time, staffing shortages and their impact on individuals supported, programs, staff and management. The following locations are where on call employees work, all Adult Services Sites.

Procedure:

- Staff may be scheduled for any program in adult services. Employees currently on call at specific houses or sites or department shall continue to be on call for these areas unless she/he agrees to be agency wide. See attached for list of employees.
- Staff will be placed on the On-Call staff list according to their seniority with the agency.
- Staff will be directly supervised by Scheduling Coordinator with input from Program/Service Coordinators.
- Scheduling will be done by Scheduling Coordinator in conjunction with Program/Service Coordinators.
- Staff must attend all mandatory agency trainings upon hire, annually and as needed/directed by Coordinator(s).
- Staff will additionally be required to meet individually at least annually and as needed with Program/Service Coordinators for an individualized report/orientation to each program. Documentation of this orientation session will be forwarded to the Scheduling Coordinator to track and maintain in employee's file.
- Above described trainings must be completed prior to staff filling any shifts.
- Staff must submit updated contact information for themselves as well as a complete listing of current availability to the Scheduling Coordinator no less than every three months.
- Staff who refuse all shifts offered to them offered to them in a three month period (within the parameters of their availability) must meet formally with the Scheduling Coordinator in order to determine if they may remain active on the On-Call listing.
- Open hours will be filled as per union contract:
 1. Floats
 2. On – Call (on call by house on call staff first) on-call by seniority
 3. Part-time (not incurring OT) by house/site – by seniority
 4. Part-time (not incurring overtime) outside house/site – by seniority
 5. Full-time – least amount of overtime – seniority rules.
- Applicable differentials for nights and weekends shall be paid to all staff.
- Staff must be available to work at least two major and two minor holiday shifts per year, if necessary– these will be at the discretion of the staff and the scheduling coordinator and be scheduled based upon seniority and in order to accommodate the needs of the programs.
- Staff must be available to work at least two weekend shifts per month – these will be at the discretion of the staff and the scheduling coordinator and be scheduled based upon seniority and in order to accommodate the needs of the programs.
- Policy to be reviewed every six months during the first twelve months, then annually thereafter.

Signed for the Union:



Date:

1 July 09

Signed for the Employer:

Date:

7/1/09

Policy Appendices

Rules of Conduct

It is the goal of Seven Hills Rhode Island to provide a pleasant and safe environment for everyone and to operate its organization in an efficient manner. To achieve these objectives, it is important that each employee become familiar with the personnel rules and regulations set forth in this handbook.

Violations of the policies and procedures contained in this handbook may subject an employee to disciplinary action. While Seven Hills Rhode Island anticipates and hopes that discipline of an employee will seldom be necessary, employees have the right to be aware of those infractions that could lead to disciplinary action, up to and including termination from employment.

Disciplinary action includes, but is not limited to, receiving verbal warnings, written counseling statements, being suspended from employment without pay, demotion, and being terminated. In deciding whether and how much discipline to impose, Seven Hills Rhode Island takes into account factors including, but limited to, the severity of the infraction, and the employee's overall record of job performance.

The rules contained in this section are designed for the benefit of all employees and will be implemented by Seven Hills Rhode Island in a fair and non-discriminatory manner.

The following list of rules and regulations, while neither exhaustive nor all-inclusive, applies to all employees and provides examples of unacceptable personal conduct which may lead to disciplinary action up to, and including termination:

Violations of human rights of people with disabilities. Failure to report human rights allegations of actual or potential violations, serious incidents, neglect, or abuse. Failure to cooperate in the investigatory process of any alleged violations.

Dishonesty, including any falsification or misrepresentation, misleading, or incorrect information in connection with the preparation of agency records, including an application for employment.

Falsifying your own time records or the time report of another employee.

Stealing, electronic sabotage, willful damage, abuse, removal from the agency's premises, or destruction of agency property or equipment, or that of people with disabilities and/or another employee, or failure to report any of the above.

Possession or consumption of intoxicating beverages on Company property at any time and/or the use, sale, possession, consumption, manufacture, or transfer of illegal drugs on Company property or during work time or reporting to work under the influence of intoxicating beverages or illegal drugs, or the employee's arrest for or being charged with any involvement with illegal drugs or illegal involvement with legal drugs.

Insubordination, including, but not limited to, refusal to perform work required by a supervisor.

Carelessness, recklessness, concealing mistakes, unsatisfactory performance of one's job, and/or interfering with the work performance of fellow employees.

Using abusive/offensive language, disrespectful conduct, fighting, threatening bodily injury, or abuse to other employees or supervisors of Seven Hills Rhode Island.

Unauthorized sleeping during assigned working hours.

Excessive, unauthorized or unreported absences, tardiness, or leaving regularly assigned work location without securing authorization.

Willful, deliberate, or repeated violation of agency safety rules or any act which might endanger the safety or lives of others or interferes with the proper completion of work by Seven Hills Rhode Island or by other employees. Failure to report safety hazards to supervisor immediately.

Unauthorized presence on Seven Hills Rhode Island property or bringing a non-employee to the place of employment without proper authority.

Conducting personal business during work hours, including, but not limited to excessive cell phone use.

Any other action, and/or conduct of an employee, either on or off duty, which may affect the positive reputation of the agency or is deemed detrimental to Seven Hills Rhode Island, its employees and people with disabilities.

CODE OF ETHICS

The following applies to all employees and provides examples of acceptable personal conduct. Failure to do so may lead to disciplinary action, up to and including, termination:

Responsibility To Individuals Supported:

Employees shall treat the individuals they support with dignity and respect.

Employees shall respect the input of parents, legal guardians, and advocates.

Employees shall respect the privacy of each individual. Issues/concerns regarding health & safety must be reported.

Employees shall provide the highest quality services they can provide to each person supported.

Employees shall respect the rights of those they support, providing opportunities for the exercise of those rights, while maintaining an appropriate level of support.

Responsibility To Co-Workers, Staff and Volunteers:

Employees shall respect the rights and views of fellow workers and treat them with fairness and courtesy.

Employees shall not engage in or condone any form of harassment or discrimination.

Employees shall utilize lines of communication that result in the resolution of problems.

Employees shall make every effort to be an effective team player, working with cooperative spirit.

Responsibility To Employer:

Employees shall work to improve the quality of services provided by the agency.

Employees shall demonstrate a good work ethic by arriving and leaving on time and giving 100 percent effort to the job.

Employees shall demonstrate honesty, integrity, and professionalism at all times at work.

BILL OF RIGHTS

All people with disabilities who receive services/supports through the Department of Mental Health, Retardation and Hospitals (MHRH) are entitled to the following rights:

Individuals supported by Seven Hills Rhode Island have the RIGHT to:

The same constitutional rights as everyone else

Be treated as an adult with dignity and respect

Have services/supports explained to them in a manner which they can understand

Decide what kind of services/supports they need and want and from which agencies

Have input into the performance evaluations of employees who provide supports/services

Have their records and involvement with the agency kept confidential

See any and all files related to them, including their case record, medical and professional reports, as does their legal guardian

Change their mind

Say “No”

Make decisions that will affect their life, including the right to design their own individualized plan, to choose the people to assist in the development of the plan and the right to provide informed consent to the implementation of the plan, if competent, or to have an advocate provide informed consent

Privacy

A safe and supportive environment

Receive visitors of their own choosing at reasonable hours

Access their own money

Have personal and sexual relationships

Access proper medical care

Provide informed consent to or refuse medical treatment, if competent

Have opportunities for physical exercise and outdoor recreation

Have reasonable, prompt access to newspapers, magazines and TV programming

Have reasonable access to telephone communications

Communicate by sealed mail, or otherwise, with persons of their own choosing

Religious freedom and practice

Be protected from abuse, neglect or mistreatment, financial exploitation, unnecessary restraint, and all other human rights violations

Agree or refuse to participate in any experimental or research project

File a grievance for things they are unhappy with at the agency they receive services from

File an appeal

Access the Human Rights Committee

Question the process of any decision relating to their eligibility or funding from the State agency by filing an appeal

Human Rights

People with developmental disabilities are entitled to the same human rights, benefits, and privileges guaranteed to all citizens by the Constitution and laws of the United States. In Rhode Island, there are additional human rights laws, which are established to protect people with disabilities.

Sexual Harassment

Seven Hills Rhode Island believes that every employee is entitled to a working environment free from sexual harassment or offensive conduct of a sex-oriented or sex-based nature regardless of its form or manner. Sexual harassment, both in general and as defined in this policy, is unlawful conduct that will not be tolerated by Seven Hills Rhode Island. Offensive or inappropriate sexual behavior at work, including but not limited to, unwelcome sexual advances, request for sexual favors or other verbal or physical acts of a sexual or sex-based nature where (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment and/or (b) such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment, is conduct which Seven Hills Rhode Island considers to be sexual harassment and is strictly prohibited. All employees must avoid any act or conduct which could be viewed by any other individual as sexual harassment.

Seven Hills Rhode Island considers the following identified conduct to represent some examples of the types of acts that violate the agency's Sexual Harassment Policy. This list is neither exhaustive nor all-inclusive.

Physical assaults of a sexual nature such as: rape, sexual battery, molestation or attempts to commit these assaults; and/or intentional physical conduct, which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against, or poking any other employee's body without the employee's permission.

Unwanted sexual advances, propositions or other sexual comments such as: sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicated or has indicated in any way that such conduct in his/her presence is unwelcome; and/or preferential treatment or promises of preferential treatment to any employee for submitting to sexual conduct; or intentionally making the performance of any employee's job difficult because of that employee's sex.

Sexual or discriminating displays or publications anywhere in the workplace by employees such as: displaying pictures, posters, calendars, graffiti, objects, written or reading materials, or any other material that is sexually suggestive, sexually demeaning, or pornographic, or possessing in the work environment any of these materials.

Complaint Procedure

Seven Hills Rhode Island has established a convenient, confidential, and reliable mechanism for reporting incidents of sexual harassment and/or retaliation. The

agency designates Vice President of Human Resources or his/her designee to serve as its Investigative Officer for sexual harassment issues. If you have a complaint of sexual harassment and/or retaliation, you should contact Vice President of Human Resources or his/her designee. The Investigative Officer may appoint a designee to assist him/her in handling sexual harassment/retaliation complaints.

Complaints of sexual harassment and/or retaliation will be accepted in writing or verbally. All complaints will be taken seriously and investigated promptly. A complaint need not be limited to someone who was the target of harassment and/or retaliation. The Investigative Officer will produce a written report, which, together with the investigation file, will be discussed with the complainant within a reasonable period of time. The Investigative Officer will have the duty to immediately bring all sexual harassment and/or retaliation complaints to the confidential attention of his/her supervisor, manager, or department head.

Only those who have an immediate need to know, including the Investigative Officer, the alleged target of harassment and/or retaliation, witness to the conduct, and the alleged harasser, will or may find out the identity of the complainant. All individuals contacted in the course of the investigation will be advised that all parties involved are entitled to respect and that any retaliation or reprisal will constitute a separate actionable offense for which penalties may be implemented under this policy.

An employee who believes that he/she has been a victim of sexual harassment can also contact the Rhode Island Commission for Human Rights, 180 Westminster Street, Providence, Rhode Island, (401) 222-2661 or the Equal Employment Opportunity Commission, One Congress Street, Boston, Massachusetts, (617) 565-3200 either by phone, sending in a written complaint or by going to either Agency in person.

Schedule of Penalties

In determining the ultimate penalty in cases of sexual harassment, the nature and severity of the claimed misconduct, along with any other relevant factors, will be reviewed by management. It is within management's discretion to enact a more severe penalty against an accused harasser than set forth in the following schedule of penalties.

If the investigation leads to a determination that the allegation of harassment is true, the agency will apply the following disciplinary consequences:

Acts of sexual harassment, which are proven to be non-pervasive, will generally result in a warning and/or suspension upon the first offense and discharge upon the second offense.

Retaliation

It is unlawful to retaliate or take reprisal in any way against anyone who has articulated any concern about sexual harassment or discrimination. Any form of retaliation against a sexual harassment complaint, alleged harasser, or witness cooperating with an investigation of a harassment complaint will result in disciplinary

action. The severity of the discipline will be based on the nature and extent of the harassment and/or retaliation and other relevant factors brought to the attention of management.

Cooperation

An effective sexual harassment policy requires the support of all agency personnel. Anyone who engages in sexual harassment and/or retaliation or who fails to cooperate with any agency-sponsored investigation may be disciplined by suspension or termination from employment. **Seven Hills Rhode Island** officials, who refuse to implement remedial measures, obstruct remedial efforts, or who retaliate against complainants, witnesses, or the alleged harasser may be disciplined by suspension or termination of employment.

Sexual Conduct

Entering into a sexual relationship, consensual, or otherwise, with an individual supported by this agency is considered exploitation and abuse. Sexual activity between staff (on or off duty) and participants is absolutely unacceptable under any circumstances.

Sexual abuse/Sexual exploitation is defined as: any sexual act, which occurs, consensually or otherwise, as a result of coercion, physical force, or the taking advantage of any individual's disabilities.

Under this policy, contact refers to physical sexual contact. Physical contact of a non-sexual nature between staff (on or off duty) and individuals supported by Seven Hills Rhode Island is permissible when socially appropriate, and in response to a need for human contact.

Responsibilities:

It is the agency's responsibility to provide education to both staff and an individual supported by Seven Hills Rhode Island that clearly and explicitly conveys that sexual relations between staff (on or off duty) and participants is absolutely unacceptable. An emphasis should be placed on healthy relationships and boundaries.

Staff should not make any sexual advances or gestures towards participants. If it is proven that a staff person attempts to engage an individual supported by Seven Hills Rhode Island in a sexual relationship, it will be considered exploitation and abuse, which will result in termination of employment and notifications to the appropriate authorities.

If sexual activity is observed, suspected, or reported by the individual supported, staff will immediately report it to a supervisor, who will assess the situation and follow-up as necessary.

If a participant displays behavior of sexual attraction to a staff person, the staff person will report it to their supervisor. A meeting may take place, with the participant, staff person, and a third party to discuss issues as staff/participant roles and relationships. This meeting would take place in a private location.

If after education and supportive counseling, a participant continues to display inappropriate behavior towards a staff member, it may be necessary to transfer the staff person to another program.

Staff should remember the importance of the individual supported by Seven Hills Rhode Island's need for human contact and provide positive role modeling. During daily contact, staff should reinforce the concept of appropriate versus inappropriate touching and assist him/her in setting appropriate limits.

Drug and Alcohol Policy

To help achieve a safe, productive environment, Seven Hills Rhode Island strictly prohibits the use, possession, distribution, or sale of alcoholic beverages or controlled substances (other than the appropriate use of those drugs or medications specifically prescribed by a physician, or lawfully sold over the counter), or being under the influence of alcohol or controlled substance (subject to the exceptions above) on the agency's premises at any time or while on agency business, or while representing the employer in any way. Any violation of this policy may result in disciplinary action, up to and including termination.

Any one convicted of violating any federal, state, or local criminal statute for the manufacture, distribution, dispensing, possession, use of a controlled substance or driving under the influence of drugs or alcohol, must notify Seven Hills Rhode Island no later than five days after such conviction.

Also, companies with drivers are required to test for alcohol and substance abuse of those employees who hold a commercial drivers license (CDL) and are subject to Federal Highway Administration Dept. of Transportation regulations under 49 CFR. Seven Hills Rhode Island complies with all of these regulations. For more information, contact Human Resources.

Workplace Violence Policy

Seven Hills Rhode Island is committed to providing a safe work environment for all employees. To ensure a safe workplace and reduce the risk of violence, employees should review and understand all provisions of this policy.

The agency will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent

activities.

The following list of behaviors provide examples of unacceptable personal conduct that may lead to disciplinary action, up to and including termination, and is neither exhaustive nor all-inclusive:

Causing physical injury to another person;

Making threatening remarks;

Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;

Intentionally damaging Agency property or property of another employee;

Possession of a weapon while on Agency property or while on Agency business;

Committing acts motivated by, or related to, sexual harassment or domestic violence.

Reporting Procedure

Any potentially dangerous situations must be reported immediately to a supervisor or the Human Resources Department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in an incident will be counseled and the results of any investigation will be discussed with them. Seven Hills Rhode Island will actively intervene at any indication of a possible hostile or violent situation.

Risk Reduction Measures

The Human Resources Department takes reasonable measures to reduce the risk of hiring individuals with a history of violent or criminal behavior. These steps include work reference checks, criminal background checks, DCYF/CANT clearances, and as appropriate, credential and licensure verifications, and driving record checks.

While employees are not expected to be skilled at identifying potentially dangerous persons, they are expected to exercise good judgment and to inform the Human Resources Department if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behaviors include:

Discussing weapons or bringing them to the workplace;

Displaying overt signs of extreme stress, resentment, hostility, or anger;

Making threatening remarks;

Sudden or significant deterioration of job performance;

Displaying irrational or inappropriate behavior.

Employees who encounter an armed or dangerous person should not attempt to challenge or disarm the individual. If possible, and safe to do so without endangering the safety of the employee or others, a supervisor, the Human Resources Department, or 911 should be notified for assistance.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent actions on Agency premises will be reported to the proper authorities and prosecuted to the fullest extent of the law.

Weapons in the Workplace Policy

Seven Hills Rhode Island prohibits all persons who enter Agency owned or leased property from carrying a handgun, firearm, or any other prohibited weapon of any kind onto the property regardless of whether the person is licensed to carry the weapon or not.

This policy applies to all Agency employees, contract and temporary employees, visitors, contractors, volunteers, and customers on Agency property regardless of whether or not they are licensed to carry a concealed weapon.

All Agency employees are also prohibited from carrying a weapon while in the course and scope of performing their job for the Agency, whether they are on Agency property at the time or not and whether they are licensed to carry the weapon or not. Employees may not carry a weapon covered by this policy while performing any task on the Agency's behalf. This policy also prohibits weapons of any kind at any Agency sponsored function, such as picnics or parties.

Prohibited weapons include any form of weapon or explosive restricted under local, state, or federal regulation. This includes all firearms, illegal knives, or other weapons covered by the law. If you have a question about whether an item is covered by this policy, please contact the Human Resources Department. Employees will be held responsible for receiving prior approval, that any potentially covered item they possess is not prohibited by this policy.

Agency property covered by this policy includes, without limitation, all Agency owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, parking lots, and courtyards under the Agency's ownership or control. Agency vehicles are covered by this policy at all times regardless of whether or not they are on Agency property.

The Agency reserves the right to conduct searches of any person, vehicle, or object that enters onto Agency property. Searches may be conducted by Agency management or local authorities. To the extent the search is requested by Agency management and the employee is present, the employee may refuse the search; provided, however, that such refusal can result in disciplinary action, up to and including termination for refusal to cooperate. The Agency reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

Failure to abide by all of the terms and conditions of this policy may result in disciplinary action, up to and including termination. Further, carrying a weapon onto Agency property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from the Agency property, and may result in prosecution.

If you become aware of anyone violating this policy, please report it to Human Resources immediately.

Electronic Communication Policy

Electronic mail, Internet access, and other electronic media and equipment are business tools that are provided by Seven Hills Rhode Island to employees to facilitate the timely and efficient conduct of business of the agency. To help ensure that these tools are used appropriately, the agency has developed the following Electronic Mail and Internet Policy.

This policy addresses access, use, and disclosure of electronic mail and Internet messages and material created, sent, or received by the agency employees using the agency's systems. The agency's Intranet is an internal version of the Internet and is also covered under this policy.

Relation to Other Policies. This policy is intended to be consistent with other agencies policies, including the agency's Sexual Harassment, Workplace Violence, Equal Opportunity and Confidentiality policies. Employees are to use the agency's electronic mail and Internet systems in a manner that is consistent with these other policies.

Acceptable Use. The use of the electronic mail and Internet systems is reserved for the conduct of business of the agency. Employees may communicate freely with one another about work terms and conditions. Additionally, employees may use these systems for communicating with outside vendors concerning the terms and conditions of work to be performed by the agency. Any and all communications must be professional, appropriate, and not adversely affect Seven Hills Rhode Island's reputation or good will.

Agency Property. The electronic mail and Internet systems and hardware are the agency's property. Additionally, all messages and attachments composed, sent, or received on the electronic mail or Internet systems are and remain the property of the

agency. They are not the private property of any employee, and employees should not consider any e-mail or Internet messages or material private or their personal possessions.

Pass Codes. Employees must not use a pass code, access a file, or retrieve any stored communication, other than where authorized by management. All pass codes are the property of the agency.

Non-Removal. You may not remove from the premises any hardware, software, files or data without prior management authorization.

Downloading. In downloading documents from the Internet, the agency requires that such documents be necessary to the agency's conduct of business and constitute a reasonable use of the agency's resources. Executable files may not be downloaded without prior management authorization.

Unacceptable Use. The following is a non-exclusive list of unacceptable uses of the electronic mail and Internet systems of the agency:

Offensive or Harassing Use Prohibited. The electronic mail and Internet systems are not to be used to create any offensive or disruptive messages. Among those that are considered offensive are messages or material that contain sexual implications, racial, or ethnic slurs, or other comments that offensively address someone's age, sex, sexual orientation, religion, national origin, ancestry, disability, or any other basis that is unlawful under any applicable federal, state or local statute, or ordinance. In addition, the system must not be used to communicate other improper messages, as, for example, messages, or material that is defamatory, derogatory, obscene or otherwise inappropriate.

The electronic mail and Internet systems must not be used to commit any crime, including, but not limited to, sending obscene e-mail over the Internet with the intent to annoy, abuse, threaten, or harass another person.

No Sexually Explicit Sites. The agency's Internet system must not be used to visit sexually explicit or otherwise offensive or inappropriate Web sites, or to send, display, download, or print offensive material, pornographic or sexually explicit pictures or any other materials which would be found offensive by reasonable people.

No Personal Chat Rooms. The agency's Internet system must not be used to visit or participate in Chat Rooms. Electronic Bulletin Boards and Newsgroups are not prohibited as long as they are related to the conduct of business of Seven Hills Rhode Island.

Solicitation Prohibited. The electronic mail and Internet systems may not be used to solicit or proselytize for outside or personal commercial ventures, religious, or political causes, outside organizations, or other solicitations that are not job-related.

Chain Letter or Mail Spamming. Employees must not send or forward "chain letter" e-mails or unsolicited junk mail ("spam").

Viruses. Employees may not use the agency's e-mail or Internet systems to develop or send any virus or otherwise destructive program. Employees should not open e-mails or attachments unless they are confident of the identity of the sender.

Copyrighted Material and Trade Secrets. The electronic mail and Internet systems must not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary, or confidential information, or similar materials without prior management authorization.

Agency Right to Monitor. The agency reserves the right to review, audit, intercept, access and/or disclose messages or material, including attachments created, received, or sent, Web sites visited and/or files downloaded over the agency's electronic mail or Internet systems. Authorized representatives of the agency may monitor the use of its systems in its sole discretion, at any time, with or without notice to any employee and may by-pass any pass code. Such monitoring is capable of tracking and recording e-mail messages sent and received as well as Internet Web sites visited by employees. Even when a message or material is erased, it may still be possible to retrieve and read that message or material. Further, the use of passwords for security does not guarantee confidentiality.

Confidentiality. Notwithstanding Seven Hills Rhode Island's right to retrieve and read any electronic mail or Internet messages or material, such messages or material should be treated as confidential by other employees and accessed only by the intended recipient. Employees are responsible for maintaining the confidentiality of their passwords and material on the systems. Without prior management authorization, employees are not permitted to retrieve or read e-mail messages that are not sent to them. The contents of electronic mail or Internet messages or materials may, however, be disclosed to others within the agency, with prior management authorization.

Workers Compensation Insurance

If an employee is injured on the job or becomes ill due to work-related activity, the employee may qualify for coverage under Workers' Compensation Insurance. All accidents/injuries must be reported within twenty-four (24) hours.

Notice of any work related injury should be given to your supervisor or department head. If you need help with this process, you should contact your supervisor or department head.

Seven Hills Rhode Island pays for any missed work time on the date of injury. Staff should document WC/Paid on his/her time sheet. In the event that there is lost time, beyond the date of the accident/injury a three consecutive day waiting period must be served.

Staff may choose to use any available benefited time or not use benefited time, for the three consecutive day waiting period. Staff should document WC and/or whatever

time is being used. (i.e., WC/Sick, WC/Vacation, etc.) on his/her time sheet. If paid time is not used; staff should document those days as WC/Unpaid.

In accordance with RI law, any time lost from the fifth day on is compensated by the insurance company only; however, a time sheet should still be submitted and documented as WC/paid for the duration of this leave.

The workers' comp insurance company does not pay for lost time due to related medical appointments, unless you have met the three consecutive day waiting period. Employees are encouraged to schedule related medical follow-up appointments after work hours. If an employee must leave work to attend one of these appointments, benefited time may be used and it is expected that employees will return after the appointment, if possible. Arrangements to attend these appointments must be made with the employee's immediate supervisor or his/her designee.

Following the medical appointment, the employee is expected to bring all pertinent paperwork to their immediate supervisor or the Human Resources Department. Any future appointments are also expected to be reported at this time.

Seven Hills Rhode Island wishes to assist employees in returning to better health as soon as possible.

Confidentiality

All participant and personnel information will be kept confidential in accordance with state and federal regulations. All employees, contractors, consultants, and authorized agents will be restricted on a "need to know" basis with regards to confidential information. Staff will have access to only the specific information that is necessary to do their jobs.

Employee Assistance Program

All employees are eligible to participate in the EAP at time of hire.

Realistically speaking, we can't always leave our work problems at the office, or our personal problems at home. In modern society, our work life and our home life are closely linked. What happens in our work life affects our home life, and problems in our personal life become baggage we carry with us to work every day.

The EAP program's goal is to help people resolve small problems before they become big ones. The EAP gives employees and their household members direct access to strictly confidential counseling, referrals, ongoing education, and crisis intervention services.

Driver's License/Insurance Eligibility

In order to work in most positions at Seven Hills Rhode Island you must have a valid driver's license, and be insurable. If at any time during your employment, your license, vehicle registration, inspection or vehicle insurance is suspended or revoked you must notify your supervisor and the Human Resources Department immediately.



Seven Hills – Rhode Island
United Nurses &
Allied Professionals
Local 5068

Posting Grievance Resolution

The posting grievance resolution is as follows:

The union and the employer agree that the following assignment vacancies shall be posted as provided for in the collective bargaining agreement, Article 5 Vacancies and Job Bidding, paragraph 2.

1. Transport from and to group homes in the am and pm respectively.
2. Kitchen (if certification is required the employee must be qualified)
3. Job Coaches (day openings only and if the state of RI requires it the employee must be certified)
4. Adult Day Health DSS (if the position posted is CNA required the employee must hold a CNA certification.
5. Effective July 1, 2014

Michelle Armstrong 9 July 14
For Union

Charlotte Highon 7/9/14
For Employer



Seven Hills – Rhode Island
United Nurses &
Allied Professionals
Local 5068

Dining Policy Grievance Resolution

The dining policy grievance resolution is as follows:

1. The employees ordering food will do so on their 15 minute break the day before
2. The order list and menus will be kept in the break room and those who sign up will bring their money in in the morning and drop it off to the assigned staff that is handling the order that week.
3. Delivery will be prearranged at a specified time to assure the least amount of disruption to the work in progress.
4. Meals ordered will be eaten in the break room during 15 minute breaks.
5. Effective July 1, 2014

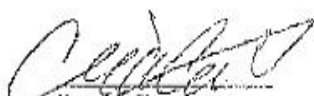
Michelle Armstrong 9 July 14
For Union

Charlotte High 7-9-14
For Employer

Memorandum of Understanding

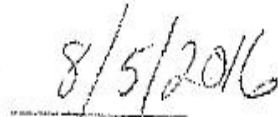
The undersigned parties hereby agree as follows:

1. Due to a regular and long standing problem with filling vacancies Seven Hills and the United Nurses and Allied Professionals agree that site manager positions will be created to help to cover the vacancies.
2. Site managers will cover the residential group homes. Currently there are 15 group homes and one site manager will be assigned to each group home. There may be exceptions, i.e. Rosewood.
3. Managers will work 32 (80%) of 40 hours as Direct Support Professionals (DSP) and will perform DSP work as described in the DSP job description.
4. It is understood that weekends and holidays will be required of the site managers. Holiday picks are followed per the union contract.
5. No DSP will be displaced in the filling of vacancies. The filling of open shifts is governed by the contract.
6. There shall be no backfilling of DSP with site managers to replace staff sick calls or vacant shifts i. e., float DSP to cover sick call or vacant shift and backfill with a site manager.


For the Employer


Date


For the Union


Date



UNAF Local 5068
Seven Hills Rhode Island
Christine Croteau
President

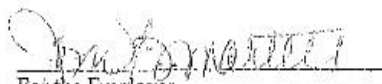
October 3, 2016

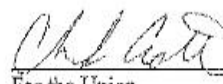
To: Joni Martell

In order to resolve the filling of shifts grievance we met last Wednesday, July 27th. The union and the employer agree to the following:

1. All employees will be trained on the use of ShiftBoard and will be assessed by managers to ensure they are able to access ShiftBoard.
2. All available shifts will be posted on ShiftBoard and ShiftBoard will be used to schedule and or fill open shifts.
3. Monthly the employer will enter open shifts on ShiftBoard. The shifts shall be posted 2 weeks before the first day of the month.
4. All employees will be notified of acceptance of their bid within 3 days of the bid.
5. The contract will be followed when filling open shifts Floats, per diems, on call etc.
6. If there are instances of sudden sick calls or leaves of absence (LOA) the employer may contact staff to fill immediate open shifts. After 3 days of notification of LOA or extended sick leave filling of open shifts reverts back to ShiftBoard. The employer will enter open shifts to ShiftBoard upon notification of LOAs.
7. If open shifts are posted to ShiftBoard in the middle of the month all employees will be notified of the openings.

Please note: No open shifts should be awarded except through the Shift Board system except when last minute changes in schedule warrants last minute calls/requests.


For the Employer
10/6/16

 10-5-16
For the Union